

ZB ORIGINAL

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

72
11-22-02
M.A.

FILED

HARRISBURG, PA

No. 1:CV-00-0878

NOV 22 2002

Judge Rambo

MARY E. D'ANDREA, CLERK
P.M.

PB
Deputy Clerk

JEFFERY D. ALBRIGHT, NORMAN T. BOIRE, GARY M. DEITZ,
WILLIAM H. ERDMAN, MICHAEL W. FRITZ, A. RONALD FROMBAUGH,
RALPH A. HARRIS, ALLEN W. LANDIS, LOWELL McGUIRE, WALTER R.
MINICH, RAYMOND C. NEVINS, STANLEY L. NYE, VINCENT
RAMIREZ, JR., KEITH E. SGRIGNOLI, RAY G. SYNDER, JR., and
LAWRENCE WELKER,

Plaintiffs,

VS.

DANIEL VIRTUE, Business Agent of the International Brotherhood
of Teamsters; INTERNATIONAL BROTHERHOOD OF TEAMSTERS;
LOCAL 776, INTERNATIONAL BROTHERHOOD OF TEAMSTERS;
and ABF FREIGHT SYSTEM, INCORPORATED,

Defendants.

SUPPORTING EXHIBITS TO DEFENDANTS'
STATEMENT OF UNDISPUTED MATERIAL FACTS

Jason M. Weinstock, Esquire
Atty. I.D. No. 69272
Maggi E. Colwell, Esquire
Atty. I.D. No. 88632
IRA H. WEINSTOCK, P.C.
800 North Second Street
Harrisburg, PA 17102
Phone: 717-238-1657
Attorneys for the Defendants

DOMICILE	EMPLOYEE'S NAME	SENIORITY DATE	LAYOFF VERIFIED BY	REQUEST RECEIVED	DATE OF PRIOR DECLINE	TELEPHONE NO.	REMARKS
Cherryville, NC	Kenneth E. Deveney	05/30/1974	laid off 7/16/95	05/18/1998	n/a	704-487-6624	7/11/98 accepted Winston-Salem road
Cherryville, NC	Carl Saine, Jr.	08/29/1986	laid off 1/21/96	04/09/1998	n/a	704-735-2490	6/30/98 accepted Winston-Salem road
Carlisle, PA	Russell Reinoehl	11/16/1987	laid off 5/23/95	06/01/1998	n/a	717-695-3862	6/30/98 declined Winston-Salem road
Cherryville, NC	Joseph Brogdon, Jr.	05/31/1974	laid off 7/16/95	07/06/1998	n/a	704-922-1960	7/6/98 accepted Winston-Salem road
Cherryville, NC	Johnny Miller	04/12/1974	laid off 7/16/95	07/07/1998	n/a	704-276-1625	7/7/98 accepted Winston-Salem road 1:36 p.m.
Cherryville, NC	Michael Ray Hood	02/28/1979	laid off 3/11/95	07/07/1998	n/a	704-435-3391	7/7/98 accepted Winston-Salem road 3:40 p.m.
Cherryville, NC	Robert Jack Rupard	10/24/1973	laid off 7/16/95	07/08/1998	n/a	704-435-8371	72 hr letter sent 7/13/98
Cherryville, NC	Earl Neal	07/06/1974	laid off 7/16/95	07/08/1998	n/a	704-435-5603	7/8/98 at 8:36 a.m. declined WNS road
Cherryville, NC	Emmitt Terry Elmore	11/09/1979	laid off 3/11/95	07/08/1998	n/a	704-732-1943	7/9/98 at 11:35 a.m. accepted WNS road
Cherryville, NC	Ronnie Sellers	03/14/1974	laid off 7/16/95	07/13/1998	n/a	704-435-1819	7/13/98 accepted WNS road
Cherryville, NC	Rickie Hoyle	09/23/1984	laid off 3/6/95	07/13/1998	n/a	704-732-3627	7/13/98 accepted WNS road
Cherryville, NC	Gary Queen	09/08/1987	laid off 1/21/95	07/13/1998	n/a	704-428-0484	7/13/98 accepted WNS road
Cherryville, NC	Frank McMurry	02/26/1988	laid off 12/10/94	07/13/1998	n/a	878-428-8486	7/13/98 accepted WNS road
Cherryville, NC	Larry Bess	12/07/1986	laid off 1/21/95	07/13/1998	n/a	704-276-1773	7/16/98 accepted WNS & on 7/20/98 called Adrian at 051 and advised him that he would not be coming to 051.
Cherryville, NC	Jesse Mitchell	09/02/1976	laid off 5/27/95	07/31/1998	n/a	704-435-2737	8/3/98 declined WNS road
Cherryville, NC	Blair Propst, Sr.	07/16/1977	laid off 5/27/95	07/16/1998	n/a	704-435-5319	7/29/98 accepted WNS road
Cherryville, NC	Donnie Everett	12/03/1984	laid off 3/6/95	08/04/1998	n/a	704-597-1303	8/4/98 accepted VNS road
Cherryville, NC	Michael Durant	08/27/1985	laid off 2/25/95	08/03/1998	n/a	704-435-2403	8/3/98 accepted VNS road
Cherryville, NC	Ronnie Bumgarner	04/03/1986	laid off 2/25/95	07/31/1998	n/a	704-462-4670	8/6/98 accepted VNS road on 8/13/98 after physical and orientation he refused work call and advised that he was going to work for Preston.
Cherryville, NC	Leon Mayberry	08/03/1986	laid off 2/25/95	07/28/1998	n/a	828-632-9456	8/3/98 accepted VNS road
Cherryville, NC	Michael Martin	08/03/1986	laid off 2/25/95	07/22/1998	n/a	704-464-5010	8/10/98 accepted VNS road
Cherryville, NC	Robert David McDowell	09/08/1987	laid off 12/24/94	07/14/1998	n/a	704-462-2256	8/10/98 accepted VNS road
Rocky Mount, NC	Wilson Williams	08/12/1973	laid off 1/21/95	08/11/1998	n/a	252-535-1933	8/14/98 accepted WNS road
Cherryville, NC	Eric Hicks	04/11/1974	laid off 7/16/95	08/18/1998	n/a	704-739-1738	9/11/98 accepted WNS road - GR
Cherryville, NC	Anderson Matthews	09/08/1987	laid off 12/24/94	08/22/1998	n/a	336-788-4253	9/14/98 accepted WNS road - GR

DOMICILE	EMPLOYEE'S NAME	SENIORITY DATE	LAYOFF VERIFIED BY	REQUEST RECEIVED	DATE OF PRIOR DECLINE	REMARKS	TELEPHONE NO.
Cherryville, NC	Evert Miller	09/08/1987	laid off 12/10/94	10/13/1998	n/a	10/16/98 declined WNS & ERI road - CV	704-545-8936
Baltimore, MD	Wade Reall	02/26/1978	laid off 9/25/95	10/27/1998	n/a	10/29/98 accepted CAR road; 12/3/98 resigned	717-486-5828
Baltimore, MD	Larry Welker	09/20/1973	laid off 9/25/95	10/30/1998	n/a	10/30/98 at 10:15 a.m. accepted CAR road - CV	717-243-8263
Baltimore, MD	Gary Fox	07/22/1975	laid off 9/25/95	10/30/1998	n/a	10/30/98 at 10:45 a.m. accepted CAR road - CV on 11/19/98 advised terminal he would not be reporting	717-241-5741
Baltimore, MD	David Macke	05/20/1977	laid off 9/25/95	11/02/1998	n/a	11/3/98 accepted Carlisle and then on 11/18/98 advised terminal he would not be reporting.	717-249-2914
CFCC Carlisle, PA	A. Ronald Frombaugh	02/27/1972	laid off 5/23/95	11/03/1998	n/a	11/4/98 accepted CAR road - GR	717-776-7593
Allentown, PA	Gary M. Dietz	08/25/1975	laid off 9/25/95	11/16/1998	n/a	11/16/98 a.m. accepted CAR road - GR	717-789-3386
Baltimore, MD	Carl Murphy	04/20/1983	laid off 9/25/95	11/04/1998	n/a	11/13/98 accepted CAR road - GR	717-691-5539
CFCC Carlisle, PA	Larry Trollinger	07/28/1983	laid off 5/23/95	11/09/1998	n/a	11/16/98 a.m. accepted CAR road - GR	717-691-9345
Baltimore, MD	Charles Burchfield	12/06/1983	laid off 9/25/95	11/02/1998	n/a	11/23/98 declined CAR & ERI - GR	717-540-7889
CFCC Carlisle, PA	Michael Fritz	05/22/1984	laid off 5/23/95	11/04/1998	n/a	11/13/98 accepted CAR road - GR	717-776-6828
CFCC Carlisle, PA	Ray Snyder, Jr.	09/04/1985	laid off 5/23/95	11/03/1998	n/a	11/16/98 a.m. accepted CAR road - GR	717-245-2721
CFCC Carlisle, PA	Vincent Ramirez, Jr.	05/24/1986	laid off 5/23/95	11/04/1998	n/a	11/16/98 a.m. accepted CAR road - GR	717-697-247
CFCC Carlisle, PA	Jack T. Moore	02/01/1971	laid off 5/23/95	11/17/1998	n/a	11/19/98 accepted CAR road - GR	717-530-5329
Allentown, PA	Keith Sgrignoli	04/03/1978	laid off 9/25/95	11/18/1998	n/a	11/20/98 accepted CAR road - GR	717-776-878
Baltimore, MD	Ralph A. Harris	09/09/1984	laid off 9/25/95	11/16/1998	n/a	11/23/98 accepted CAR road - GR	717-432-8795
Cherryville, NC	James Crowe	09/08/1987	laid off 12/24/94	11/03/1998	n/a	11/23/98 accepted WNS road - GR	717-692-4401
Cherryville, NC	Joe Franklin Ashby	10/13/1987	laid off 12/10/94	11/16/1998	n/a	11/23/98 accepted WNS road - GR	336-667-8182
						11/23/98 accepted CAR road but will be unable to report until released from dr. due to blood pressure problems - GR	336-752-2181
CFCC Carlisle, PA	Roy Keck	03/02/1988	laid off 5/23/95	11/10/1998	n/a	11/23/98 accepted CAR road - GR	717-957-4060
CFCC Carlisle, PA	Jerry R. Klink	04/04/1988	laid off 5/23/95	11/13/1998	n/a	11/23/98 accepted CAR road - GR	724-482-2646
Baltimore, MD	Walter Minnich	07/07/1975	laid off 9/25/95	11/30/1998	n/a	12/3/98 accepted CAR road - GR	717-582-4080
Baltimore, MD	Allen Landis	11/03/1975	laid off 9/25/95	12/03/1998	n/a	12/3/98 accepted CAR road - GR	717-258-3886
CFCC Carlisle, PA	Norman Runk	04/24/1984	laid off 5/23/95	11/30/1998	n/a	12/3/98 accepted CAR road - GR	717-697-2113

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CFCC Carlisle, PA	Gary Kissinger	08/09/1987	laid off 5/23/95	11/30/1998	n/a	717-362-9711	828-659-3203	12/3/98 accepted CAR but will be unable to accept until released from work. comp. 12/14/98 emp. advised he would not be coming to CAR due to disagreement between work. comp. attorneys
Cherryville, NC	Kenneth Edwards	09/08/1987	laid off 1/21/95	11/30/1998	n/a	828-313-1061	717-652-3212	12/7/98 accepted WNS road - CV 12/7/98 accepted CAR road - CV
CFCC Carlisle, PA	Jeffrey Albright	04/09/1988	laid off 5/23/95	12/04/1998	n/a			
CFCC Carlisle, PA	Norman Boire	08/26/1985	laid off 5/23/95	12/09/1998	n/a	717-921-8505	717-921-8505	12/9/98 accepted CAR road - CV
Cherryville, NC	Jack Hoffman	02/26/1988	laid off 12/10/94	12/08/1998	n/a	717-921-8505	717-921-8505	12/14/98 accepted WNS road - CV
CFCC Carlisle, PA	Doug Kerstetter	10/30/1981	laid off 5/23/95	11/19/1998	n/a	717-432-8459	717-432-8459	2/16/99 accepted Carlisle road - GR
CFCC Carlisle, PA	Lowell McGuire	02/12/1984	laid off 5/23/95	01/08/1999	n/a	717-957-3653	717-957-3653	2/2/99 accepted Carlisle road - GR
CFCC Carlisle, PA	Charles Albright, II	05/18/1984	laid off 5/23/95	01/05/1999	n/a	717-657-0142	717-657-0142	2/2/99 accepted Carlisle road - GR
CFCC Carlisle, PA	Thomas Clark	06/20/1984	laid off 5/23/95	12/14/1998	n/a	570-742-8448	570-742-8448	2/8/99 declined WNS, CAR & ERI road - GR
Cherryville, NC	Charles Carroll	08/27/1985	laid off 3/6/95	02/02/1999	n/a	704-853-2033	704-853-2033	2/3/99 accepted Winston-Salem road - GR
Cherryville, NC	Larry Wiley	08/03/1986	laid off 2/25/95	01/25/1999	n/a	704-865-3687	704-865-3687	2/1/99 accepted Winston-Salem road - GR
Cherryville, NC	Mary Frances Pike	08/29/1986	laid off 1/21/95	01/22/1999	n/a	704-471-1738	704-471-1738	2/1/99 accepted Winston-Salem road - GR
Cherryville, NC	Larry Fuller	09/08/1987	laid off 1/21/95	12/21/1998	n/a	828-258-1053	828-258-1053	2/8/99 accepted Winston-Salem road - GR
Baltimore, MD	Raymond Nevins	11/02/1987	laid off 9/25/95	01/11/1999	n/a	704-480-1083	704-480-1083	2/1/99 accepted Carlisle road - GR
Baltimore, MD	Perry Heavner	03/10/1988	laid off 5/23/95	01/07/1999	n/a	717-359-8143	717-359-8143	2/1/99 accepted Carlisle road - GR
CFCC Carlisle, PA	William Erdman	04/09/1990	laid off 5/23/95	12/15/1998	n/a	717-582-7940	717-582-7940	2/1/99 accepted Carlisle road - GR
Baltimore, MD	Stanley Nye	10/30/1983	laid off 9/25/95	02/22/1999	n/a	717-938-8560	717-938-8560	2/22/99 accepted Carlisle road - CV
Cherryville, NC	Reggie Hoyle	09/08/1987	laid off 1/21/95	03/09/1999	n/a	570-339-1600	570-339-1600	4/1/99 accepted Winston-Salem road - GR
CFCC Carlisle, PA	Randy Hartz	03/04/1983	laid off 5/23/95	04/28/1999	n/a	717-444-7594	717-444-7594	5/4/99 declined WNS, WVA & ERI road - GR (Note: filed grievance and settlement was CAR position)
CFCC Carlisle, PA	Victor Growden	06/06/1990	laid off 5/23/95	04/28/1999	n/a	717-653-6832	717-653-6832	5/17/99 declined WNS, WVA & ERI road - GR
CFCC Carlisle, PA	Wyndham Logan, Sr.	06/06/1990	laid off 5/23/95	05/26/1999	n/a	717-232-7468	717-232-7468	5/28/99 accepted WNS road - CV
Cherryville, NC	Ronald Carrigan	06/10/1984	laid off 3/6/95	06/03/1999	n/a	704-435-1980	704-435-1980	6/3/99 accepted VNNS road - CV

DOMICILE	EMPLOYEE'S NAME	SENIORITY DATE BY	REQUEST RECEIVED 07/27/1999	DATE OF PRIOR DECLINE 07/08/1998	REMARKS	TELEPHONE NO.
Cherryville, NC	Robert Jack Rupard	10/24/1973	laid off 7/16/95		7/27/99 accepted WNS road - CV	704-435-8371
CFCC Carlisle, PA	Russell Reinoeh	11/16/1987	laid off 5/23/95	07/30/1999	8/2/99 accepted CAR road - GR	570-695-3862
Cherryville, NC	Earl Neal	07/06/1974	laid off 7/16/95	08/04/1999	07/08/1998	8/4/99 accepted WNS road - GR
Cherryville, NC	Evert Miller	09/08/1987	laid off 12/10/94	09/21/1999	10/16/1998	9/23/99 accepted WNS road - GR
Cherryville, NC	Paul Rhinehart	09/08/1987	laid off 12/24/94	09/28/1999	n/a	10/1/99 accepted WNS road - GR
Cherryville, NC	Ken Morgan	08/03/1986	laid off 2/25/95	11/08/1999	n/a	11/16/99 accepted WNS road - CV
Cherryville, NC	Bobby Jones	02/26/1988	laid off 12/10/94	12/07/1999	n/a	12/8/99 accepted WNS road - CV
Cherryville, NC	Ronald Crawford	11/17/1985	laid off 2/25/95	01/07/2000	n/a	1/7/00 accepted WNS road - GR
CFCC Carlisle, PA	D. Randy Long	03/08/1983	laid off 5/23/95	04/05/2000	n/a	717-692-3878

TITAN ELECTRONIC MAIL

DATE. 09/19/95
TIME. 15.37 EST
TO. LCL/TERM-ID 373
FROM. LCL/TERM-ID TPI
FOR. PRINCIPAL OFFICER
PAGE 001 MSG NMBR 431

TPI1

TO: THE PRINCIPAL OFFICERS OF THE FOLLOWING LOCAL UNIONS:

7, 20, 24, 26, 40, 41, 43, 50, 75, 89, 92, 100, 116, 120, 135,
147, 160, 164, 200, 215, 236, 238, 245, 279, 299, 301, 325, 332,
339, 346, 364, 371, 377, 406, 407, 413, 414, 460, 534, 544, 554, 563,
574, 580, 600, 614, 627, 637, 651, 662, 673, 688, 695, 696, 697, 705,
710, 722, 749, 795, 823, 833, 908, 916, & 957 OF THE CENTRAL REGION

22, 25, 28, 29, 30, 42, 59, 61, 71, 107, 110, 118, 170, 171,
175, 182, 191, 229, 249, 251, 294, 312, 317, 340, 355, 375,
384, 391, 397, 401, 404, 429, 430, 437, 443, 445, 449, 470,
493, 500, 509, 529, 538, 557, 560, 592, 597, 633, 639, 649,
653, 671, 676, 677, 687, 693, 701, 707, 764, 771, 773, 776,
789, 822, & 992 OF THE EASTERN REGION

5, 79, 217, 270, 373, 385, 390, 402, 480, 512, 515, 519, 523,
528, 549, 568, 577, 612, 657, 667, 728, 745, 878, 886, 891,
920, 969, 988, & 991 OF THE SOUTHERN REGION

961 OF THE WESTERN REGION

RE: ABF FREIGHT SYSTEM, INC. - MULTI-REGION CHANGE OF OPERATIONS
DECISION IN CASE NO. MR-CO-38-9/95

DEAR SISTERS AND BROTHERS:

FOLLOWING IS THE DECISION RENDERED BY THE MULTI-REGION CHANGE OF OPERATIONS COMMITTEE IN THE ABOVE REFERENCED CASE. UPON RECEIPT OF THIS DECISION PLEASE COPY AND DISTRIBUTE TO ALL ABF AND CAROLINA FREIGHT WORK SITES FOR IMMEDIATE POSTING:

THE MULTI-REGION CHANGE OF OPERATIONS COMMITTEE ADOPTED A MOTION THAT THE COMPANY'S PROPOSED CHANGE OF OPERATIONS BE APPROVED AS MODIFIED AND CLARIFIED BY THE COMPANY ON THE RECORD WITH THE FOLLOWING PROVISOS:

1. THIS CHANGE OF OPERATIONS INVOLVES A TRANSACTION WITHIN THE MEANING OF ARTICLE 5, SECTION 2(A)-(C) OF THE NMFA:

A. THE COMMITTEE DIRECTS THAT, IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE 5, SECTION 2(A)-(C), ARTICLE 5, SECTION 3, AND ARTICLE 8, SECTION 6(G) OF THE NMFA, THE SENIORITY LISTS AT DOMICILES AND TERMINALS AFFECTED BY THIS CHANGE OF OPERATIONS SHALL BE GROUPED FOR DOVETAILING AS REFLECTED ON THE EXHIBITS CONTAINED IN THE PROPOSED CHANGE OF OPERATIONS, (AS CLARIFIED OR CORRECTED ON THE RECORD), AND AS PROVIDED IN ARTICLE 5, SECTION 2(C) OF THE NMFA. DOVETAILING APPLIES TO ALL BARGAINING UNIT EMPLOYEES AFFECTED BY COMBINING OR ELIMINATI

EXHIBIT 2

DATE. 09/19/95 TITAN ELECTRONIC MAIL
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ABF AND CAROLINA FREIGHT CARRIERS/RED ARROW FACILITIES AND INCLUDES ALL MAINTENANCE AND OFFICE EMPLOYEES. EVERY FACILITY WHOSE WORK HAS BEEN MERGED WITH THE WORK OF ANOTHER FACILITY MUST BE GROUPED WITH THAT FACILITY. THIS PARAGRAPH DOES NOT APPLY TO LOCAL UNIONS 673, 705 AND 710 (DOCK AND OFFICE), WHICH ARE NOT SIGNATORY TO THE NMFA.

- B. DOVETAILING SHALL BE ACTIVE TO ACTIVE, INACTIVE TO INACTIVE, BY CLASSIFICATION. THOSE EMPLOYEES WHO WERE ON LETTER OF LAYOFF (OR THE EQUIVALENT THEREOF UNDER THOSE SUPPLEMENTS WHERE LETTERS OF LAYOFF ARE NOT UTILIZED) ON AUGUST 11, 1995, SHALL BE CONSIDERED AS INACTIVE FOR THE PURPOSES OF THIS DECISION, EVEN IF THEY HAVE BEEN USED FOR TEMPORARY WORK OR RECALLED PRIOR TO THE EFFECTIVE DATE OF THE CHANGE OF OPERATIONS. ANY EMPLOYEES LAID OFF AFTER AUGUST 11, 1995, BUT BEFORE THE EFFECTIVE DATE OF THE CHANGE OF OPERATIONS SHALL BE CONSIDERED TO BE ACTIVE AND SHALL RETAIN THEIR RESPECTIVE POSITIONS ON THE DOVETAILED ACTIVE LISTS. ANY EMPLOYEE ON LONG TERM DISABILITY SHALL BE CONSIDERED AS ACTIVE IF HIS SENIORITY DATE WOULD HAVE PUT HIM/HER ON THE ACTIVE LIST.
- C. A MASTER ACTIVE/LAID OFF POOL SHALL BE CREATED AND SHALL CONSIST OF THOSE OVER-THE-ROAD DRIVERS WHO WERE ACTIVE ON AUGUST 11, 1995, AT EITHER ABF, CAROLINA OR RED ARROW AND WHO WERE LAID OFF AS A DIRECT RESULT OF IMPLEMENTATION OF THIS CHANGE OF OPERATIONS.
- A MASTER INACTIVE/LAID OFF POOL SHALL BE CREATED AND SHALL CONSIST OF THOSE OVER-THE-ROAD DRIVERS WHO WERE IN LAYOFF STATUS ON AUGUST 11, 1995, AT EITHER ABF, CAROLINA OR RED ARROW, REGARDLESS OF WHY THEY WERE LAID OFF.
- AFTER IMPLEMENTATION, ANY ADDITIONAL JOB OPENINGS AT A ROAD DOMICILE WHERE EMPLOYEES IN EITHER POOL ARE ON LAYOFF SHALL BE OFFERED IN LINE OF SENIORITY TO SUCH EMPLOYEES FROM THAT DOMICILE, FIRST TO EMPLOYEES ON THE MASTER ACTIVE/LAID OFF POOL AND THEN TO EMPLOYEES ON THE MASTER INACTIVE/LAID OFF POOL.

JOB OPENINGS AT ANY DOMICILE OTHER THAN WHERE EMPLOYEES ARE PRESENTLY LAID OFF SHALL BE OFFERED FIRST, DURING THE WINDOW PERIOD, IN LINE OF SENIORITY TO THOSE EMPLOYEES ON THE MASTER ACTIVE/LAID OFF POOL AND THEN, IF NOT FILLED, IN LINE OF SENIORITY TO THOSE EMPLOYEES ON THE MASTER INACTIVE/LAID OFF POOL.

SUCCESSFUL BIDDERS SHALL RELINQUISH THEIR SENIORITY AT THEIR PRESENT ROAD DOMICILE UNDER THIS PROVISION AND SHALL BE DOVETAILED WITH THEIR CURRENT BIDDING SENIORITY DATE AT THE ROAD DOMICILE THEY BID. ALL OF THE POSITION

TITAN ELECTRONIC MAIL

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TPI1

SECTION 6 SHALL APPLY TO SUCH TRANSFER.

ANY EMPLOYEE IN EITHER POOL WHO REFUSES THE OFFER OF A WORK OPPORTUNITY UNDER THIS PROVISION SHALL NOT BE OFFERED A SECOND OPPORTUNITY TO TRANSFER BUT SHALL REMAIN ON THE LIST ONLY FOR RECALL TO HIS PRESENT ROAD DOMICILE.

2. THE WINDOW PERIOD SHALL BE FOR ONE (1) YEAR. THE COMMITTEE SHALL RETAIN JURISDICTION TO EXTEND THE WINDOW PERIOD IF CIRCUMSTANCES WARRANT. AS STATED BY ABF ON THE RECORD, THE WINDOW PERIOD SHALL ALSO APPLY TO FULL LOCAL CARTAGE POSITIONS THAT BECOME AVAILABLE AT LOCATIONS WHERE INSUFFICIENT WORK FOR A FULL POSITION WAS ORIGINALLY TRANSFERRED AT THE TIME OF IMPLEMENTATION OF THIS DECISION. ONLY LOCAL CARTAGE EMPLOYEES FROM THE LOCATION FROM WHICH THE WORK WAS ORIGINALLY TRANSFERRED SHALL BE ELIGIBLE TO FILL SUCH POSITIONS. THE PROVISIONS OF ARTICLE 8, SECTION 6 SHALL APPLY.
3. PENSION AND HEALTH & WELFARE CONTRIBUTIONS PAID ON BEHALF OF AN EMPLOYEE TRANSFERRING UNDER THIS DECISION SHALL BE PAID TO THE FUNDS TO WHICH THE CONTRIBUTIONS WERE MADE PRIOR TO THE EMPLOYEE'S CHANGE OF DOMICILE.
4. ANY REBIDDING SHALL BE HANDLED BY THE LOCAL UNION AND ABF.
5. SOUTHERN MODIFIED SENIORITY SHALL BE EXERCISED UPON IMPLEMENTATION OF THE CHANGE OF OPERATIONS.
6. AN EMPLOYEE REDOMICILING TO AN EASTERN REGION AREA DOMICILE POINT THAT MAINTAINS A SINGLE SENIORITY BOARD (I.E. COMBINATION ROAD AND LOCAL) SHALL REMAIN IN THAT JOB CLASSIFICATION WITH WHICH HE REDOMICILED FOR A PERIOD OF (1) ONE YEAR, UNLESS THE ANNUAL JOB BID AT THAT DOMICILE TAKES PLACE AT LEAST NINE (9) MONTHS AFTER REDOMICILE.
7. THE FOLLOWING PROVISIONS WILL APPLY TO ANY EMPLOYEE LAID-OFF AS A RESULT OF THIS CHANGE OF OPERATIONS AND TO ANY OTHER EMPLOYEE CURRENTLY LAID-OFF, AND TO ANY EMPLOYEE LAID OFF AFTER THIS CHANGE OF OPERATIONS, FOR THE LIFE OF THE 1994-1998 NMFA:
 - A. ABF AGREES TO EXTEND THE PROVISIONS OF ARTICLE 5, SECTION 5 OF THE NMFA TO ANY BARGAINING UNIT EMPLOYEE. ABF ALSO AGREES TO EXTEND THE RIGHT TO TRANSFER UNDER ARTICLE 5, SECTION 5 OF THE NMFA TO ANY ABF LOCATION IN THE CENTRAL, EASTERN AND SOUTHERN REGIONS, AS OPPOSED TO WITHIN THE REGIONAL AREA. TRANSFERS SHALL BE OFFERED ON THE BASIS OF BIDDING SENIORITY, BY CLASSIFICATION. THE COMMITTEE APPROVES THESE EXTENSIONS OF THE PROVISIONS OF ARTICLE 5, SECTION 5, AND AGREES THAT SUCH EXTENSIONS ARE LIMITED SOLELY TO THIS CHANGE OF OPERATIONS AND HAVE NO PRECEDENTIAL EFFECT.

TITAN ELECTRONIC MAIL

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TPII

- B. PENSION AND HEALTH & WELFARE CONTRIBUTIONS PAID ON BEHALF OF AN EMPLOYEE TRANSFERRING UNDER THIS PARAGRAPH SHALL BE PAID TO THE FUNDS TO WHICH THE CONTRIBUTIONS WERE MADE PRIOR TO THE EMPLOYEE'S CHANGE OF DOMICILE.
8. QUALIFIED BIDDERS ON LONG TERM DISABILITY (LTD) AT THE TIME OF ANY BID SHALL BE ALLOWED TO BID. IF SUCCESSFUL LTD BIDDERS ARE UNABLE TO CLAIM THEIR BID ON THE DATE OF IMPLEMENTATION, A HOLD-DOWN BID WILL BE ALLOWED. THIS HOLD-DOWN BID WILL BE OFFERED TO THE REMAINING ACTIVE EMPLOYEES AT THE LTD'S CURRENT LOCATION AND CLASSIFICATION. THE SUCCESSFUL HOLD-DOWN BIDDER SHALL BE DOVETAILED. WHEN THE LTD RETURNS TO WORK AND CLAIMS HIS BID, THE "HOLD-DOWN" EMPLOYEE MAY EITHER REMAIN AT THE HOLD-DOWN LOCATION UNDER PROVISIONS OF ARTICLE 5, SECTION 5 WITH A BIDDING SENIORITY DATE CONSISTENT WITH THE DATE OF IMPLEMENTATION OF THIS CHANGE OF OPERATIONS OR RETURN TO HIS ORIGINAL LOCATION WITH HIS ORIGINAL BIDDING SENIORITY DATE. THE "HOLD-DOWN" EMPLOYEE MAY NOT RETURN TO A LOCATION WHERE THE CLASSIFICATION FROM WHICH HE BID HAS BEEN ELIMINATED.
- ABF SHALL NOT BE RESPONSIBLE FOR THE MOVING EXPENSES OF THE EMPLOYEE FILLING THE HOLD-DOWN BID UNLESS AND UNTIL SUCH TIME AS IT IS DETERMINED THAT THE EMPLOYEE ON LTD WILL NEVER BE ABLE TO CLAIM HIS BID AND THE HOLD-DOWN BIDDER BECOMES A REGULAR PERMANENT EMPLOYEE AT THE HOLD-DOWN LOCATION.
9. IN RESPONSE TO THE QUESTION RAISED BY LOCAL UNION 41 ON THE RECORD, THE COMMITTEE SPECIFICALLY FINDS THAT ARTICLE 43, SECTION OF THE CENTRAL STATES OVER-THE-ROAD AND LOCAL CARGO SUPPLEMENTS SHALL APPLY IN DETERMINING THE RECALL RIGHTS OF LAID-OFF EMPLOYEES.
10. INTERLINING SHALL BE HANDLED AS FOLLOWS:
- A. WHERE BOTH ABF AND CAROLINA FREIGHT CARRIERS/RED ARROW ARE INTERLINING TO SERVICE AN AREA, ABF MAY CONTINUE TO INTERLINE.
 - B. WHERE ABF IS PRESENTLY SERVICING AN AREA WITH ITS OWN EMPLOYEES AND CAROLINA FREIGHT CARRIERS/RED ARROW ARE INTERLINING INTO THAT AREA, ABF SHALL CONTINUE TO SERVICE THE AREA WITH ITS OWN EMPLOYEES.
 - C. WHERE ABF IS PRESENTLY INTERLINING TO SERVICE AN AREA, AND CAROLINA FREIGHT CARRIERS/RED ARROW ARE SERVICING THAT AREA WITH THEIR OWN EMPLOYEES, ABF SHALL SERVICE THE AREA WITH ITS OWN EMPLOYEES.
 - D. ABF AND THE LOCAL UNIONS SHALL MEET TO RESOLVE ANY DISPUTES ABOUT WHETHER INTERLINING IS JUSTIFIED IN THE SITUATIONS OUTLINED ABOVE. IF THE PARTIES FAIL TO RESOLVE THEIR DIFFERENCES, THE DISPUTE WILL BE RESOLVED THROUGH THE GRIEVANCE PROCEDURE. UNTIL THERE IS A FINAL DISPOSITION OF

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THE GRIEVANCE, INTERLINING SHALL CONTINUE IN SITUATIONS OUTLINED IN SUB-PARAGRAPH A, ABOVE, AND SHALL BE PROHIBITED IN SITUATIONS OUTLINED IN SUBPARAGRAPHS B AND C, ABOVE.

- E. WHERE ABF PROVIDED LOCAL CARTAGE SERVICE WITHIN A CITY WITH LOCAL CARTAGE/DRAYAGE SUBCONTRACTORS, AND CAROLINA FREIGHT CARRIERS/RED ARROW SERVICED THAT CITY WITH THEIR OWN EMPLOYEES, ABF SHALL SERVICE THE AREA SOLELY WITH ITS OWN EMPLOYEES, INCLUDING BUT NOT LIMITED TO THE AREA CURRENTLY SERVICED BY LOCAL UNION 707.
11. THE COMMITTEE FINDS WITH REGARD TO THE CINCINNATI, FLORENCE, AND DAYTON TERMINALS, THE FOLLOWING SHALL APPLY:
- THE CAROLINA, FLORENCE, AND CINCINNATI TERMINAL SENIORITY LISTS SHALL BE DOVETAILED IN ACCORDANCE WITH CURRENT BIDDING SENIORITY.
- DURING THE WINDOW PERIOD, THE FIRST THIRTEEN (13) POSITIONS ADDED TO THE DAYTON SENIORITY LIST SHALL BE OFFERED IN LINE OF SENIORITY TO THE CINCINNATI TERMINAL SENIORITY LIST AND THE SUCCESSFUL BIDDERS SHALL BE DOVETAILED.
12. THE COMMITTEE FINDS THAT THE ABF INTERMODAL DECISION IN CASE NO. MR-ICO-1-6/95 WAS BASED ON ABF'S PRESENT AND PROPOSED INTERMODAL OPERATIONS AT THE TIME OF THE INTERMODAL HEARING, WHICH OCCURRED BEFORE THE MERGER INVOLVED IN THIS CHANGE OF OPERATIONS. THEREFORE, THE COMMITTEE REFERS TO THE NATIONAL INTERMODAL COMMITTEE THE QUESTION OF WHETHER THE CHANGE OF OPERATIONS APPROVED BY THE COMMITTEE IN THIS DECISION AFFECTS THE TERMS OF THE INTERMODAL DECISION IN CASE NO. MR-ICO-1-6/95, AND IF SO, WHAT MODIFICATIONS SHOULD BE MADE.
- AS LONG AS ANY DISPLACED ROAD DRIVER IS ON INVOLUNTARY LAYOFF STATUS AT DALLAS, TX, THE RESTRICTIONS OF ARTICLE 29, SECTION 1 OF THE NMFA (CLEAN AND DIRTY RULE) SHALL REPLACE THE RAILING AUTHORITY OF ARTICLE 29, SECTION 3 OF THE NMFA.
- THE PROVISIONS OF ARTICLE 29, SECTION 1 SHALL APPLY TO ABF'S NEW CHICAGO ROAD DOMICILE.
13. THE COMMITTEE EXPRESSLY DISAPPROVES ABF'S PROPOSAL TO USE VENDORS TO PERFORM MAINTENANCE WORK WITH MAINTENANCE BARGAINING UNIT EMPLOYEES ON INVOLUNTARY LAYOFF STATUS. THE APPLICABLE COLLECTIVE BARGAINING AGREEMENT OPERATIVE AT THE TIME OF THE CHANGE OF OPERATIONS SHALL CONTINUE IN EFFECT, INCLUDING THE CONTRACT'S SUBCONTRACTING PROVISIONS.
14. ABF SHALL PROTECT THE CAROTRANS WORK OPPORTUNITY PRESENTLY PERFORMED BY CAROLINA AT JACKSONVILLE, MIAMI, AND HOUSTON WITH ABF BARGAINING UNIT EMPLOYEES.
15. AS LONG AS ANY DISPLACED OVER-THE-ROAD DRIVER IS ON INVOLUNTARY

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LAYOFF STATUS AS A RESULT OF THIS CHANGE OF OPERATIONS, THE COMPANY, ONLY TO THE EXTENT ALLOWED BY AN APPLICABLE SUPPLEMENTAL AGREEMENT, MAY USE CITY DRIVERS TO RUN THE ROAD, BUT ONLY AT ESTABLISHED ROAD DOMICILES. THIS PRACTICE SHALL NOT VIOLATE THE ESTABLISHED ORDER OF CALL AT THE APPLICABLE ROAD DOMICILE.

16. EMPLOYEES WHO HAVE BEEN DISCHARGED, AND WHOSE DISCHARGE IS PENDING ADJUDICATION UNDER THE GRIEVANCE PROCEDURE, SHALL BE OFFERED THE OPPORTUNITY TO BID.
17. UNION AND NON-UNION OFFICE EMPLOYEES SHALL BE DOVETAILED AS SET OUT IN PARAGRAPH 1 OF THIS DECISION. THE UNION EMPLOYEES SHALL CONTINUE TO BE COVERED BY ALL PROVISIONS OF THEIR RESPECTIVE COLLECTIVE BARGAINING AGREEMENTS, INCLUDING BUT NOT LIMITED TO, WAGES AND BENEFITS. IN ANY CASE WHERE A FUND WILL NOT ACCEPT CONTRIBUTIONS FROM ABF FOR UNION EMPLOYEES, THE COMMITTEE WILL DETERMINE THE STEPS NECESSARY TO ASSURE THAT ABF PROVIDES BENEFITS EQUIVALENT TO THOSE PROVIDED TO SUCH EMPLOYEES BEFORE TRANSFER.
18. DOCK EMPLOYEES WHO ARE ADVERSELY AFFECTED BY THIS CHANGE OF OPERATIONS AND MUST BE CDL QUALIFIED IN ORDER TO TRANSFER AND ELECT TO BID, SHALL BE PROVIDED A 60-DAY PERIOD, COMMENCING SEPTEMBER 19, 1995, DURING WHICH PERIOD SUCH EMPLOYEES WILL EITHER BECOME CDL QUALIFIED OR FORFEIT ANY RIGHTS TO FILL THE BID UNDER THIS DECISION. DURING THIS PERIOD, ABF IS INSTRUCTED TO PROVIDE ADEQUATE EQUIPMENT AND TRAINING PERSONNEL TO COMPLY WITH THIS PARAGRAPH.
19. AS A RESULT OF LOCAL 25'S HAVING ATTAINED BARGAINING UNIT JURISDICTION AT THE BURLINGTON, MASSACHUSETTS FACILITY, WHICH RESULTS IN TWO FACILITIES BEING UNDER LOCAL UNION 25'S JURISDICTION, THE PROVISIONS OF ARTICLE 43, SECTION 1(A) OF THE CURRENT NEW ENGLAND SUPPLEMENTAL FREIGHT AGREEMENT SHALL APPLY.
20. THE COMMITTEE DIRECTS ABF TO GIVE THE LOCAL UNIONS FULL DETAILS CONCERNING ANY 401(K) PLAN COVERING CAROLINA FREIGHT CARRIERS OR RED ARROW EMPLOYEES AND TO KEEP IN EFFECT ANY SUCH PLAN, UNTIL ABF ESTABLISHES AN EQUIVALENT PLAN. THE COMMITTEE ALSO DIRECTS ABF TO PROVIDE THE LOCAL UNIONS FULL DETAILS REGARDING THE PRIOR PENSION PLAN FOR RED ARROW EMPLOYEES.
21. THE REQUEST OF LOCAL UNION 200 TO ALLOW A MEMBER TO EXERCISE COMPANY SENIORITY IS DENIED.
22. THE ISSUE RAISED BY LOCAL UNION 61 REGARDING THE APPLICABLE PEDDLE RADIUS FOR CITY DRIVERS (50 OR 75 MILES) IS REFERRED TO THE PARTIES FOR RESOLUTION. ANY DIFFERENCES WILL BE RESOLVED THROUGH THE GRIEVANCE PROCEDURE.
23. ABF'S REQUEST FOR A TRIAL PERIOD TO DETERMINE FREIGHT FLOW FOR BIDDING PURPOSES IS REFERRED BACK TO THE LOCAL UNIONS AND ABF

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FOR RESOLUTION, WITH BIDS TO BE POSTED WITHIN 60 DAYS OF IMPLEMENTATION, OR SOONER WHEREVER POSSIBLE.

24. THE COMMITTEE FINDS THAT THERE ARE NO CIRCUMSTANCES THAT WOULD ALLOW ANY EMPLOYEE WHO HAD RELOCATED UNDER A PREVIOUS CHANGE OF OPERATIONS DECISION OR UNDER THE PROVISIONS OF ARTICLE 5, SECTION 5 OF THE NMFA TO RETREAT TO THE EMPLOYEE'S FORMER TERMINAL/DOMICILE. ACCORDINGLY, THE REQUESTS BY THE VARIOUS LOCAL UNIONS TO ALLOW EMPLOYEES TO RETREAT ARE SPECIFICALLY DENIED.
25. THIS CHANGE OF OPERATIONS MAY BE IMPLEMENTED NO SOONER THAN SEPTEMBER 25, 1995.
26. THIS MULTI-REGION CHANGE OF OPERATIONS COMMITTEE SHALL RETAIN JURISDICTION ON ALL ISSUES THAT MAY ARISE UNDER THIS DECISION DURING THE TERM OF THE CONTRACT. ALL GRIEVANCES SHALL BE FILED WITH THE APPROPRIATE REGIONAL JOINT AREA COMMITTEE, TO BE HEARD BY THE MULTI-REGION CHANGE OF OPERATIONS COMMITTEE.

PLEASE SEND ACKNOWLEDGMENT OF THIS MESSAGE BY TITAN (TITAN TERMINAL ADDRESS: IUFD) OR FACSIMILE (TEL. 202/624-8722).

FRATERNALLY,

DENNIS C. SKELTON, DIRECTOR
NATIONAL FREIGHT DIVISION

CC: - RON CAREY, CHAIRMAN, TNF INC

- CHUCK PISCITELLO, ASSISTANT DIRECTOR, NATIONAL FREIGHT DIVISION
- FRANK BUSALACCHI, ACTING REGIONAL FREIGHT COORDINATOR CENTRAL REGION OF TEAMSTERS, C/O TEAMSTERS LOCAL UNION NO. 200
- DANIEL W. SCHMIDT, REPRESENTATIVE, EASTERN REGION OF TEAMSTERS
- FRANK HOPKINS, REGIONAL FREIGHT DIVISION COORDINATOR, SOUTHERN REGION OF TEAMSTERS, C/O ANNIE HOPKINS, SECRETARY, LOCAL UNION NO. 519
- JIM ROBERTS, REGIONAL FREIGHT DIVISION COORDINATOR WESTERN REGION OF TEAMSTERS
- BOB KNOX, THE GENERAL PRESIDENT'S PERSONAL REPRESENTATIVE CENTRAL REGION OF TEAMSTERS
- JAMES A. MCCALL, IBT LEGAL DEPT.
- RICK BANK, SPECIAL COUNSEL TO THE GENERAL PRESIDENT

1
 DIMAS VINSON
ICE PRESIDENT
 NORMAN C. REILLY
RECORDING SECRETARY
 SELVIN HARRIS
TRUSTEE
 ERRY L. KING
TRUSTEE
 SANETTE WATERS
TRUSTEE

Local Union No. 776

AFFILIATED WITH THE

International Brotherhood of Teamsters
 2552 JEFFERSON STREET
 HARRISBURG, PA 17110-2505

THOMAS B. GRIFFITH
PRESIDENT AND BUSINESS AGENT
 DALE H. CRUM
SECRETARY TREASURER AND BUSINESS AGENT

BUSINESS AGENTS

JOHN L. FOGLI
 CARLOS N. RAMOS, II
 CHARLES SHUGHART
 GEORGE F. SMART, SR.
 RUSSELL A. STEPP
 DANIEL A. VIRTUE

October 12, 1995

Dear Carolina Employee:

This letter is important. Please take the time to read it.

Surely you're aware that ABF and Carolina Freight recently merged their operations. Because of that merger, a change of operations was held on September 14/15, 1995.

As a result of the decision from the change of operations committee, the Carolina employees who are laid off at Carlisle, Pa will have certain rights to future work opportunities with ABF. Article 5, Section 5 of the NMFA addresses those rights. Those work opportunities will be offered to laid off Carolina employees in seniority order. However, it is necessary that you notify ABF in writing of your desire to be offered available work.

Enclosed is a form letter and an envelope. If you desire to be offered available work, you must complete the letter and mail it to ABF as soon as possible. If you desire, you may also draft your own letter instead of using the form letter. It is your choice to send the letter via regular mail or certified mail. In either case, I suggest that you keep a copy of the letter as your file copy.

You should mail the letter to ABF today. On October 16, 1995, the Company will begin compiling the list of employees who desire available work.

If you have any questions, please feel welcome to contact us.

Sincerely,

Charles Shughart
Business Agent

EXHIBIT

Article 5, Section⁴

Posting Seniority List

(d) The Employer shall give the Local Union a seniority list at least every six (6) months. The Employer shall also post a seniority list at least once every six (6) months and shall maintain a current seniority roster at the terminal. Protest of any employee's seniority date or position on such list must be made in writing to the Employer within thirty (30) days after such seniority date or position first appears, and if no protests are timely made, the dates and positions posted shall be deemed correct. Any such protest which is timely made may be submitted to the grievance procedure.

Section 5. Work Opportunity

Over-the-road employees, who are on letter of layoff, shall be given an opportunity to transfer to permanent over-the-road employment (prior to the employment of new hires) occurring at other over-the-road domiciles of the Employer located within the Regional area provided they notify the Employer in writing of their interest in a transfer opportunity. The offer of transfer will be made in the order of continuous over-the-road seniority of the laid-off drivers domiciled within the Regional area. The Employer shall be required to make additional offers of transfer to an employee who has previously rejected a transfer opportunity provided the employee again notifies the Employer in writing of his/her continued interest in additional transfer opportunities. However, the Employer will only be required to make one transfer offer in any six (6) calendar month period. Any employee accepting such offer shall be paid at the employee's applicable rate of pay and shall be placed at the bottom of the seniority board for bidding and layoff purposes, but shall retain company seniority for fringe benefits only. A transferring employee shall pay his/her own moving expenses and shall, upon reporting to such new domicile, be deemed to have relinquished his/her right to return with seniority to the domicile from which he/she transferred. The provisions of this Section shall not supersede an established order of call/hiring in the Supplemental Agreement.

able to that individual steward so designated by the Local Union as the chief steward. In the absence of such designation by the Local Union, the Employer will recognize the protection against layoff to the most senior employee by classification (not shift), designated a steward by the Local Union.

When an employee has not been offered work opportunity for a period of three (3) consecutive weeks he/she shall be considered as laid off.

When laid off employees are used three (3) days per week for four (4) consecutive weeks, the senior laid off employee shall be recalled.

In the event of recall, the employees shall be given notice of recall by telegram, registered or certified mail, sent to the address last given the Employer by the employee. Within three (3) calendar days after tender of delivery of the Employer's notice, the employee must notify the Employer by telephone, telegram, registered letter, certified mail, of his/her intent to return to work and must actually report to work within seven (7) calendar days. In the event an employee is unable to report within the seven (7) calendar days, but notified the Company of his/her intent to return to work and gives them a reasonable time that he/she will report, said employees will not lose their seniority status. In the event the employee fails to comply with the above provisions, he/she shall lose all seniority rights under this Agreement and shall be considered as a voluntary quit.

Section 5.

The Local Union Representative and the Employer shall mutually agree, in writing, on circumstances under which persons who leave the classification of work covered by this Agreement, but remain in the employ of the Employer in some other capacity, may retain seniority rights upon their return to their original unit. In the absence of such written agreement, such employee shall lose all seniority rights upon leaving.

ARTICLE 43 - GRIEVANCE PROCEDURE

NOTE: The Local Union may waive the Joint Local City Grievance Committee, as hereafter described, for the life of this Agreement by

submitting written request to the Secretary of the Joint Area Grievance Committee. Local Unions who waive the Joint Local City Grievance procedure may have cases of continuing liability submitted to the Secretary for scheduling between regular meetings of the Joint Area Grievance Committee. The panel for the special hearings will consist of three (3) representatives for the Employer and/or Employer Association, where applicable and three (3) representatives for the Local Unions.

Section 1. - Joint Local City Grievance Committee

- (a) For the purpose of settling grievances and disputes which may arise under this Agreement between the parties hereto, each Local Union shall establish a Grievance Committee, consisting of two (2) persons; and the Employer and/or Employer Association, where applicable, operating within the jurisdiction of each Local Union, shall also establish a Grievance Committee consisting of two (2) persons. The Grievance Committees of the Union and of the Employer and/or Employer Association, where applicable shall be constituted as the Joint Local City Grievance Committee and shall conduct their meetings within the framework of the "Rules of Procedure" as adopted by the Joint Area Grievance Committee. If the Joint Local City Grievance Committee demonstrates an inability to act within the framework of the Joint Area Grievance Committee "Rules of Procedure", such Joint Local Committee shall be subject to specific rules of procedure as adopted by the Joint Area Grievance Committee. The expenses incurred by the Joint Local City Grievance Committee shall be borne equally by the Union and Employer and/or Employer Association, where applicable.
- (b) It is agreed that in the handling of grievances before a Joint Local City Grievance Committee, the parties to the grievances in issue, including the employee filing the grievance, another employee of the same Employer or a representative of the Employer, are prohibited from serving as Committee members.
- (c) Employees initiating grievances shall set forth their claim, in writing, to the Employer with a duplicate copy to the steward and/or the Union Representative within seven (7) calendar days after he/she returns to his/her home terminal or seven (7) calendar days from the occurrence of the matter. In the event the employee fails to comply with these provisions of paragraph (c) the grievance shall

be considered untimely, thereby waiving his/her rights under the provisions of Article 43. The Union shall, in its sole discretion and judgment, determine whether grievances initiated by employees have sufficient merit to justify their submission through the grievance procedure established herein. The Union Representative or steward shall first endeavor to settle the matter by direct negotiations with the Employer; failure to resolve the matter, the grievance shall be submitted to the Joint Local City Grievance Committee within thirty (30) days of the date of the grievance.

In the event more than one employee initiates a grievance, all employees shall be named in the grievance. In cases of monetary claims, each named employee shall set forth his/her specific claim in the grievance.

- (d) The Union may initiate grievances by setting forth its claim in writing, signed by a Union representative and filing the same with the Employer within ten (10) calendar days from the date of the occurrence of the matter. In the event the Union fails to comply with these provisions of paragraph (d) the grievance shall be considered untimely, thereby waiving their rights under the provisions of Article 43. The Union shall have the right to file and obtain adjustment of a grievance, notwithstanding the fact that it was or could have been the subject of an employee's grievance which was not filed by an employee.
- (e) The Employer may initiate grievances by setting forth his/her claim, in writing, signed by an authorized representative and filing the same with the Union within ten (10) calendar days from the date of the occurrence of the matter. In the event the Employer fails to comply with those provisions of paragraph (e) the grievance shall be considered untimely, thereby waiving their rights under the provisions of Article 43. The rights and privileges of the Employer under this paragraph shall be the same as the rights and privileges of the Union under paragraph (d) hereof.
- (f) The parties shall attempt to meet and settle a grievance within a period of seven (7) days from the date of filing of the grievance. Should the parties to any grievance be unable to settle, resolve or adjust the matter within the period prescribed above, or any extended period, which shall have been agreed upon between the Union and the Employer, then either the Union or the Employer shall have

the right to submit the grievance to the Joint Local City Grievance Committee.

A Joint Local City Grievance Committee shall have the jurisdiction of all grievances referred to it, except as set forth in paragraph (g) hereof. The majority decision of the Committee shall be final and binding on all parties, with no further appeal.

(g) The Joint Local City Grievance Committees shall not have jurisdiction over or authority to decide any grievance which,

- (i) involves a discharge, the uniform construction, application, operation or interpretation of this Agreement,
- (ii) pertains to a matter, the decision as to which would involve more than one Local Union, a party to this Agreement.

(iii) involves claims for delinquent contributions to Health and Welfare Funds (Article 49) and/or Pension Fund (Article 50). Such claims shall be heard and resolved as provided in Section 5.

Grievances which are within the scope of (i), (ii) or (iii) above shall be referred to and decided by the Joint Area Grievance Committee. A decision and an award by a Joint Local City Grievance Committee which is within the scope of (i), (ii) or (iii) above shall be null and void.

The Joint Area Grievance Committee shall hear and decide a grievance when any party hereto contends:

1. the Joint Local City Grievance Committee has no jurisdiction or authority to hear and decide a matter because it is within the scope of (i), (ii) or (iii) above;
 2. a decision and an award of a Joint Local City Grievance Committee is null and void because the issue decided is within the scope of (i), (ii) and (iii) above.
- (h) When a majority of a Joint Local City Grievance Committee fails to reach a decision or agree upon a settlement the matter shall be submitted to the Secretary of the Joint Area Grievance Committee.

Section 2. - Joint Area Grievance Committee

- (a) The Joint Area Grievance Committee shall be composed of the

ABF
EMPLOYER BRIEF

EASTERN REGION JOINT AREA COMMITTEE
CASE R-38-99
LOCAL 776 VS ABF (STANLEY NYE et al)
ABF CASE NO. 042-030-AP-99

POINT OF ORDER

The Union is claiming a violation of Article 5, Section 5, of the NMFA. Specifically that the grievants seniority date of February 27, 1999, is incorrect.

The grievant requested transfer opportunity under Article 5, Section 5 on February 22, 1999. He was offered and accepted transfer on February 22, 1999. He reported and worked his first day on February 27, 1999. The grievance was given to the Company on March 9, 1999.

The Central Pennsylvania Over-the-Road and Local Cartage Supplemental Agreement, Article 43, Section 1 (c) reads in part " EMPLOYEES INITIATING GRIEVANCES SHALL SET FORTH THEIR CLAIM, IN WRITING, TO THE EMPLOYER WITH A DUPLICATE COPY TO THE STEWARD AND/OR UNION REPRESENTATIVE WITHIN SEVEN (7) CALENDAR DAYS AFTER HE/SHE RETURNS TO HIS/HER HOME TERMINAL OR SEVEN (7) CALENDAR DAYS FROM THE OCCURRENCE OF THE MATTER."

We respectfully submit this grievance is untimely and improper before the Committee.

f9012

Pilot for 89098, 90680, 85060, 89096, 57610, 89076
f9837

TEAMSTERS LOCAL 776

Case No. R-38-99

-vs-

Grv. No. 89012

Stan Nye

1 32

ABF FREIGHT SYSTEMS

Pilot case for grievance nos. 85060, 89096,
57610, 89076, 90680, 89098 and 89837

On the Point of Order

Exhibit 1 is Article 5, Section 4,d posting seniority list, that I will go over with the Panel.

The Employer shall give the Local Union a seniority list at least every six (6) months. The Employer shall also post a seniority list at least once every six (6) months and shall maintain a current seniority roster at the terminal. Protest of any employee's seniority date or position on such list must be made in writing to the Employer within thirty (30) days after such seniority date or position first appears, and if no protests are timely made, the dates and positions posted shall be deemed correct. Any such protest which is timely made may be submitted to the grievance procedure. (Emphasis added)

Therefore, based on the facts presented, the Union respectfully requests that the Company's Point of Order be denied.

Respectfully submitted,

Daniel A. Virtue
Business Agent

TEAMSTERS LOCAL 776

Case No. R-39-99

-vs-

Grv. No. 89002

Norman Runk

ABF FREIGHT SYSTEMS

Pilot case for 90651,90657,90652,85053,
89077, 89095, 89093, 88917,89009,89835

On the Point of Order

Exhibit 1 is Article 5, Section 4,d posting seniority list that I will go over with the Panel.

The Employer shall give the Local Union a seniority list at least every six (6) months. The Employer shall also post a seniority list at least once every six (6) months and shall maintain a current seniority roster at the terminal. Protest of any employee's seniority date or position on such list must be made in writing to the Employer within thirty (30) days after such seniority date or position first appears, and if no protests are timely made, the dates and positions posted shall be deemed correct. Any such protest which is timely made may be submitted to the grievance procedure. (Emphasis added)

Therefore, based on the facts presented, the Union respectfully requests that the Company's Point of Order be denied.

Respectfully submitted,

Daniel A. Virtue
Business Agent

d 776

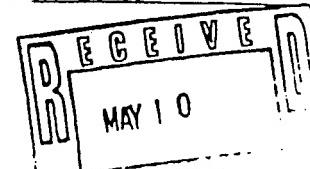
Eastern Region Joint Area Committee

Established in accordance with the terms and conditions of the National Master Freight Agreement and the C. PA Supplemental Agreement, entered into by and between the Local Union and carriers engaged in City Pickup and Delivery and/or Over-the-Road Freight Operations.

Docket No. R-38-99IN THE MATTER OF THE DISPUTE BETWEENTeamsters Local(s) No. 776Harrisburg, PA
City

State

and

ABF Freight System, Inc.
Name of Employer

Submission

1 37

We, the undersigned, parties to the National Master Freight Agreement and the C. PA Supplemental Agreement, hereby agree to submit the dispute to arbitration under the Rules of Procedure prescribed by the Eastern Region Joint Area Committee, by virtue of its authority, as set forth in Article 43 and 43 of the C. PA Supplemental Agreement, the following:

On behalf of Stan Nye (Pilot #89012), Union alleges violation of Article 5, Section 5, timeliness issue.

The undersigned further agree that a majority decision of the Eastern Region Joint Area Committee in the above dispute will be final, conclusive and binding with no appeal and, further, that neither party will attempt through any overt acts, to void the decision rendered.

The undersigned also agree that failure to comply with the decision of a majority of the Committee within ten (10) days of the date of the decision will result in the loss of all contract rights, privileges and benefits due them under Article 43 of the C. PA Supplemental Agreement.

Date April 27, 1999Employer ABF Freight System, Inc.
Steven J. FrolasLocal Union(s) 776
Daniel A. VirtueSigned by Dir., Ind. Rels.
Title Signed by Bus. Agent
Title DECISION

The Panel, in executive session, motion made, seconded and carried that since the grievants knew their seniority positions on the day they reported, the Company's point of order is upheld. Cost to Union.

R. L. Schaeffer

Employer Co-Secretary

April 27, 1999

(Date)

Nicholas Picarello

Union Co-Secretary

April 27, 1999

(Date)

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MAN, LEWIS 14

TEL:1406

P. 002

Eastern Region Joint Area Committee

Established in accordance with the terms and conditions of the National Master Freight Agreement and the C PA Supplemental Agreement, entered into by and between the Local Union and carriers engaged in City Pickup and Delivery and/or Over-the-Road Freight Operations.

(12)

Docket No. R-39-99

ABF# 042-031-AF-99

IN THE MATTER OF THE DISPUTE BETWEENTeamsters Local(s) Nu. 776Harrisburg, PA

City _____ State _____

and

ABF Freight System, Inc.
Name of Employer**Submission**

We, the undersigned, parties to the National Master Freight Agreement and the C PA Supplemental Agreement, hereby agree to submit the dispute to arbitration under the Rules of Procedure prescribed by the Eastern Region Joint Area Committee, by virtue of its authority, as set forth in Article 43 and of the C PA, the following:

On behalf of Norman Runk (Pilot #89002), Union alleges violation of Article 5, timeliness issue.

The undersigned further agree that a majority decision of the Eastern Region Joint Area Committee in the above dispute will be final, conclusive and binding with no appeal and, further, that neither party will attempt through any overt acts, to void the decision rendered.

The undersigned also agree that failure to comply with the decision of a majority of the Committee within ten (10) days of the date of the decision will result in the loss of all contract rights, privileges and benefits due them under Article 43 of the C PA Supplemental Agreement.

Date April 27, 1999Employer ABF Freight System, Inc.Local Union(s) 776Signed by Steven J. Froias

Daniel A. Virtue

Title Dir., Ind. Rels.Title Bus. Agent**DECISION**

The Panel, in executive session, motion made, seconded and carried that since the grievants knew their seniority positions on the day they reported, the Company's point of order is upheld. Cost to Union.

R. L. Schaeffer
Employer Co-SecretaryApril 27, 1999

(Date)

Nicholas Picarello
Union Co-SecretaryApril 27, 1999

FAX 501-76317

To ABF
Connie Vaughn

From

Jeffrey D. Albright
5220 Woodlawn Dr
Harrisburg Pa 17109

Please add my name for Recall
under Article 5 Section 5.

Former employee of Carolina Freight at
Carlisle Pa

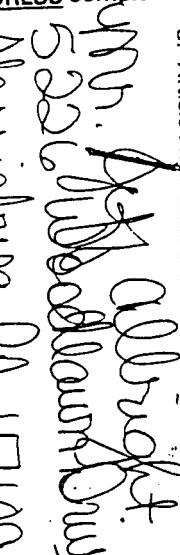
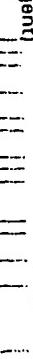
Home Phone (717) 652-3212

Cell Phone (717) 576-0355

Thank you

Jeffrey D. Albright

Is your **RETURN ADDRESS** completed on the reverse side?

SENDER: <ul style="list-style-type: none"> • Complete items 1 and/or 2 for additional services. • Complete items 3, and 4a & b. • Print your name and address on the reverse of this form so that we can return this card to you. • Attach this form to the front of the mailpiece, or on the back if space does not permit. • Write "Return Receipt Requested" on the mailpiece below the article number. • The Return Receipt will show to whom the article was delivered and the date delivered. 		<p>I also wish to receive the following services (for an extra fee):</p> <ol style="list-style-type: none"> 1. <input type="checkbox"/> Addressee's Address 2. <input type="checkbox"/> Restricted Delivery <p>Consult postmaster for fee.</p>
3. Article Addressed to: 		
4a. Article Number 433236007		4b. Service Type <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input checked="" type="checkbox"/> Return Receipt for Merchandise
7. Date of Delivery 12-12-98		
5. Signature (Addressee) 		8. Addressee's Address (Only if requested and fee is paid)
6. Signature (Agent) 		

Thank you for using Return Receipt Service.

PS Form 3811, December 1991 *U.S. GPO: 1993-352-714 **DOMESTIC RETURN RECEIPT**



ABF FREIGHT SYSTEM, INC.
P. O. Box 10048
Fort Smith, AR 72917-0048
(501) 785-8700

December 9, 1998

Certified Mail No. P 433 236 207
Return Receipt Requested

Mr. Jeffrey Albright
5226 Woodlawn Drive
Harrisburg, PA 17109

Dear Mr. Albright:

In accordance with Article 5, Section 5 of the National Master Freight Agreement, on December 7, 1998, you were contacted and offered an opportunity to transfer to permanent employment in your classification at Erie, Pennsylvania; Carlisle, Pennsylvania; or Winston-Salem, North Carolina. This letter is to confirm that you elected to accept the job offer at Carlisle, PA. Please contact the line driver supervisor at that location to determine your reporting date if you have not done so.

Very truly yours,

Gordon Ringberg, Director
Industrial Relations

cc: John Dale, Vice President - Transportation/Industrial Relations
Gary Drake, Manager Linehaul Operations - Carlisle, PA
Teamsters Local Union No. 776
Teamsters Local Union No. 557

08/16/00 WED 13:58 FAX 7172336023

	TEAMSTERS 776
283.	REHM, RALPH
284.	VALLIE, MARK
285.	MAGARO, DAVID
286.	GODLOVE, DORMAN J.
287.	FROMBAUGH, RONALD A.
288.	DIETZ, GARY
289.	TROLLINGER, LARRY
290.	FRITZ, MICHAEL
291.	WELKER, LAWRENCE D.
292.	SNYDER, RAY
293.	RAMIREZ, VINCENT
294.	MURPHY, CARL
295.	BORIGNOLI, KEITH
296.	KERSTETTER, DOUGLAS
297.	RUNK, NORMAN
298.	HINICH, WALTER
299.	ALBRIGHT, JEFFREY
300.	BOIRE, NORMAN T.
301.	LANDIS, ALLEN W.
302.	ALBRIGHT, CHARLES L.
303.	NEUVINS, RAYMOND
304.	MCGUIRE, LOWELL C.
305.	ERDMAN, WILLIAM H.
306.	NYE, STANLEY L.
307.	HARTZ, RANDALL
308.	WILES, ROGER
309.	BIXLER, DONALD
310.	FRAZER, PHILLIP
311.	MANGUS, RONALD
312.	BOSLEY, JOHN
313.	RUTTER, JAMES
314.	ALBERTSON, DAVID
315.	JACKSON, DAVID S.
316.	SMITH, FLOYD C.
317.	SHOUP, CARL J.
318.	GRUBBS, GEORGE D.
319.	MYERS, THOMAS B.
320.	IRVIN, TERRY A.
321.	HOOVER, RAYMOND S.
322.	CONRAD, RONALD D.
323.	REINDEHL, RUSSELL
324.	DOWNS, JAMES
325.	MCGINNIS, STEPHEN
326.	ROBINSON, DENNIS
327.	LEWIS, THURMAN
328.	NOEL, WILLIAM
329.	SNYDER, IRVIN M.
330.	SELLER, LEO W.
331.	ZUFALL, CHARLES
332.	GROVE, DUANE E.
333.	MCKEEEVER, KEITH
334.	EBUR, DOUGLAS
335.	BEAVER, TERRY
336.	KISSINGER, GARY
337.	VRABEL, RICHARD
338.	MIESS, TIMOTHY
339.	REICHERT JR., ROBERT
340.	MALETTE, ROBERT P.
341.	WITMER, BENJAMIN W.
342.	ROBISON, CHARLES D.
343.	SHULTZ, LARRY
344.	LAUDENSLAGER, DALLIS
345.	NOTBOHM, MARK
346.	TRUTNER, MICHAEL

07-Dec-98

09-Sep-84

RALPH A. HARRIS

NMFA GRIEVANCE — Teamsters Local 776**94553**Name Jeffrey D Albright Home Phone 652-3212 Date of Hire 10/14/98 ABFAddress 522 C Woodlawn Dr City Hbs State A Zip 12109Employer ABFEmployer's Address ABF Carlisle Av TermRoad Dock Jockey City Iron and Steel Mechanic-Office Miscellaneous

IMPORTANT: It is the responsibility of the member filing this grievance to issue the proper copies to all parties in a timely manner, as per your contract.

Date: _____

*AMW 1/18/03***NATURE OF GRIEVANCE:** In proper seniority numberOriginal hire Date 4/9/88 with CFCC ~~Recall~~ Recall start with ABF
10/14/98my fellow CFCC Employees have their seniority according to CFCC Hire
I don'tABF recently gave me my 10 year service pin as though I worked here
all along and has given other CFCC Employees pins as though we worked
for ABF all alongThere was no proper recall.**STEWARD'S COMMENTS:** _____**In accordance with the Grievant's Bill of Rights, I am requesting, in writing, copies of all disciplinary letters, photos and any other documentation pertaining to this grievance.**J.D. Albright
Signature of Member Filing GrievanceJohn Shantz
Shop Steward

- YOU must check this box if you want to attend the grievance hearings. If you request to be in attendance, YOU WILL NOT be paid for this time.**

ACTION TAKEN BY BUSINESS AGENT _____1—WHITE—UNION COPY
2—PINK—EMPLOYER
3—BLUE—EMPLOYEE REPORTING GRIEVANCE
4—YELLOW—STEWARD

Date: _____

Signature of Business Agent

501-285-C312

I demand I Bouré REQUEST
RESCUE ORDER Art. 5 Sec 5 at
THE NHFA.

Kenneth T. Bouré

710 CHARLES RD

DANBURY, CT 06810

212-921-8505



ABF FREIGHT SYSTEM, INC.
P. O. Box 10048
Fort Smith, AR 72917-0048
(501) 785-8700

December 9, 1998

Certified Mail No. P 433 236 211
Return Receipt Requested

Mr. Norman Boire
710 Charles Road
Dauphin, PA 17018

Dear Mr. Boire:

In accordance with Article 5, Section 5 of the National Master Freight Agreement, on December 9, 1998, you were contacted and offered an opportunity to transfer to permanent employment in your classification at Erie, Pennsylvania; Carlisle, Pennsylvania; or Winston-Salem, North Carolina. This letter is to confirm that you elected to accept the job offer at Carlisle, PA. Please contact the line driver supervisor at that location to determine your reporting date if you have not done so.

Very truly yours,

Gordon Ringberg, Director
Industrial Relations

cc: John Dale, Vice President - Transportation/Industrial Relations
Gary Drake, Manager Linehaul Operations - Carlisle, PA
Teamsters Local Union No. 776

Is your RETURN ADDRESS completed on the reverse side?

<u>SENDER</u>	
<ul style="list-style-type: none"> • Complete items 1 and/or 2 for additional services. • Complete items 3, and 4a & b. • Print your name and address on the reverse of this form so that we can return this card to you. • Attach this form to the front of the mailpiece, or on the back if space does not permit. • Write "Return Receipt Requested" on the mailpiece below the article number delivered. 	
3. Article Addressed to:	Mr. Norman Boing 710 Chellos Road Daphne, PA 17018
4a. Article Number	<u>233236211</u>
4b. Service Type	<input type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input checked="" type="checkbox"/> Return Receipt for Merchandise
7. Date of Delivery	<u>12-12-98 AM</u>
5. Signature (Addressee)	G A L M Boing
6. Signature (Agent)	<u>Jackie Boing</u>
I also wish to receive the following services (for an extra fee):	
1. <input type="checkbox"/> Addressee's Address 2. <input type="checkbox"/> Restricted Delivery Consult postmaster for fee.	
Is your RETURN ADDRESS completed on the reverse side?	

Thank you for using Return Receipt Service.

PS Form 3811, December 1991

A U S G P O 1 0 0 3 - 3 5 2 - 7 1 4

DOMESTIC RI

NMFA GRIEVANCE — Teamsters Local 776

90651

Name NORMAN T. BOIREHome Phone 717-901-8505 Date of Hire 1-8-99Address 710 CHARLES STCity Dauphin State PA Zip 17018Employer ABT FREIGHTEmployer's Address New Kingston, PARoad Dock Jockey City Iron and Steel Mechanic-Office Miscellaneous

IMPORTANT: It is the responsibility of the member filing this grievance to issue the proper copies to all parties in a timely manner, as per your contract.

Date: 11 Mar 99 5 066 05
Mar

NATURE OF GRIEVANCE: PREFERENCE SENIORITY ROSTER DATED 2-17-99 -
(POSTED MAR 9TH 99) Article 5, Section 2 & Section 4-
Posting Seniority List

I REQUEST THAT MY TERMINAL SENIORITY OF 1-8-99
BE AMENDED TO 25 AUG 85 UNDER THE PROVISION OF
ARTICLE 5, SECTION 2 OF THE NMFA.

STEWARD'S COMMENTS: _____

In accordance with the Grievant's Bill of Rights, I am requesting, in writing, copies of all disciplinary letters, photos and any other documentation pertaining to this grievance.

Norman T. Boire
Signature of Member Filing GrievanceBart J. Schmid
Shop Steward

- YOU must check this box if you want to attend the grievance hearings. If you request to be in attendance, YOU WILL NOT be paid for this time.

ACTION TAKEN BY BUSINESS AGENT _____

Date: _____

Signature of Business Agent

1—WHITE—UNION COPY

2—PINK—EMPLOYER

3—BLUE—EMPLOYEE REPORTING GRIEVANCE

4—YELLOW—STEWARD

TO: ABF, Fort Smith, Arkansas
ATTENTION: Connie Smith
SUBJECT: Gary Marilyn Dietz, Article 5.5 11st

DATE: November 14, 1998
FAX NO: 501-785-6317

Dear Connie:

Pursuant to our telephone conversation on Friday 13, 1998, please be advised that I am requesting work opportunities under Article 5.5 of the NMFA. I was a former Carolina driver, and was laid off from the Kutztown, PA terminal at the time of the ABF buy-out.

Please notify me of any work opportunities at the Carlisle, PA terminal at your earliest convenience at the following address and telephone numbers.

Gary Marilyn Dietz
RD#2 Box 297
Landisburg, PA 17040

(717) 789-3386

If no answer, call (717) 691-5539 and leave a message.

Thank you.

Sincerely,

Gary Marilyn Dietz
Gary Marilyn Dietz

FREIGHT S
O. Box 10048
Fort Smith, AR 72917-0048
(501) 785-8700

November 19, 1998

Certified Mail No. P 433 236 885
Return Receipt Requested

Mr. Gary M. Dietz
RD #2, Box 297
Landisburg, PA 17040

Dear Mr. Dietz:

In accordance with Article 5, Section 5 of the National Master Freight Agreement, on November 16, 1998, you were contacted and offered an opportunity to transfer to permanent employment in your classification at Erie, Pennsylvania or Carlisle, Pennsylvania. This letter is to confirm that you elected to accept the job offer at Carlisle, PA. Please contact the line driver supervisor at that location to determine your reporting date if you have not done so.

Very truly yours,

Gordon Ringberg, Director
Industrial Relations

cc: John Dale, Vice President - Transportation/Industrial Relations
Gary Drake, Line Driver Supervisor - Carlisle, PA
Teamsters Local Union No. 773

Is your **RETURN ADDRESS** completed on the reverse side?

SENDER:	
<ul style="list-style-type: none"> • Complete items 1 and/or 2 for additional services. • Complete items 3, and 4a & b. • Print your name and address on the reverse of this form so that we can return this card to you. • Attach this form to the front of the mailpiece, or on the back if space does not permit. • Write "Return Receipt Requested" on the mailpiece below the article number. • The Return Receipt will show to whom the article was delivered and the date delivered. 	
3. Article Addressed to: Harry Dutra P.O. #15, Box 397 Johnstown, PA 17041	4a Article Number P 433,36855
4b. Service Type	
<input type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input checked="" type="checkbox"/> Return Receipt for Merchandise	
5. Signature (Addressee)	
6. Signature (Agency)	
7. Date of Delivery 11-25-98	
8. Addressee's Address (Only if requested and fee is paid)	

Thank you for using Return Receipt Service.

NMFA GRIEVANCE — Teamsters Local 776**89076**Name GARY M DIETZ

Home Phone _____

Date of Hire 11-20 - 88Address Box 297 RD #2City LANDISBURGState PAZip 17040Employer A13FEmployer's Address CARLISLE PARoad Dock Jockey City Iron and Steel Mechanic-Office Miscellaneous

IMPORTANT: It is the responsibility of the member filing this grievance to issue the proper copies to all parties in a timely manner, as per your contract.

Date: 12/23/88

2 36 P

NATURE OF GRIEVANCE: I WAS EMPLOYED BY CAROLINA FREIGHT IN ALLENTOWN (KUTZ TOWN) PA, UNTIL THE CAROLINA - ABF MERGER. I WAS PUT INTO A MULTIPLE LAY OFF POOL FOR 5 YEARS. THE COMPANY (ABF) ABUSED THE MULTIPLE POOL & RESTRICTED MY SENIORITY

I AM FILING FOR MY PROPER SENIORITY POSITION & ALL MONETARY CLAIMS DUE ME

STEWARD'S COMMENTS: _____

In accordance with the Grievant's Bill of Rights, I am requesting, in writing, copies of all disciplinary letters, photos and any other documentation pertaining to this grievance.

Signature of Member Filing Grievance

Shop Steward

- YOU must check this box if you want to attend the grievance hearings. If you request to be in attendance, YOU WILL NOT be paid for this time.

ACTION TAKEN BY BUSINESS AGENT _____

Date: _____

Signature of Business Agent

1—WHITE—UNION COPY

2—PINK—EMPLOYER

3—BLUE—EMPLOYEE REPORTING GRIEVANCE

4—YELLOW—STEWARD

EXHIBIT

15

12/15/98

***** ATTN: MS.CONNIE VAUGN *****

ABF FREIGHT CORP. FAX#: (501)-785-6317/PH#: (501)-785-8704

ATTN: MS.CONNIE VAUGN

FROM: MR.WILLIAM H.ERDMAN
SSN : 210-44-6787

SUBJECT: CONSIDERATION FOR EMPLOYMENT AT ABF UNDER
ARTICAL 5,SECTION 5 OF NMFA

DEAR CONNIE: I WILLIAM H.ERDMAN AN EX-CAROLINA ROAD DRIVER
LAYED-OFF FROM CARLISLE,PA TERMINAL AM REQUESTING THAT I BE
CONSIDERED FOR RE-HIRE UNDER NMFA ARTICAL 5,SECTION 5 OF SAID
CONTRACT.,I AM NOT PRESENTLY EMPLOYED BY A CARRIER UNDER NMFA,
BELOW IS CONTACT NUMBERS AND ADDRESSES BY WHICH YOU CAN CONTACT
ME.

THANK YOU
Will H. Erdman 12-15-98
WILLIAM H.ERDMAN

WILLIAM H.ERDMAN
690 MILLER ROAD
YORK HAVEN, PA. 17370

PHONE#: (717)-938-8560 HOME
(570)-339-1600 BUS.



ABF FREIGHT SYSTEM, INC.
P. O. Box 10048
Fort Smith, AR 72917-0048
(501) 785-8700

February 8, 1999

Certified Mail No. P 433 236 899
Return Receipt Requested

Mr. William Erdman
690 Miller Road
York Haven, PA 17370

Dear Mr. Erdman:

In accordance with Article 5, Section 5 of the National Master Freight Agreement, on February 1, 1999, you were contacted and offered an opportunity to transfer to permanent employment in your classification at Erie, PA; Carlisle, PA; or Winston-Salem, NC. This letter is to confirm that you elected to accept the job offer at Carlisle, PA. Please contact the line driver supervisor at that location to determine your reporting date if you have not done so.

Very truly yours,

Gordon Ringberg, Director
Industrial Relations

cc: John Dale, Vice President - Transportation/Industrial Relations
Gary Drake, Carlisle Linehaul
Teamsters Local Union No. 776



ABF FREIGHT SYSTEM INC.
P. O. Box 10048
Fort Smith, AR 72917-0048
(501) 785-8700

February 8, 1999

Certified Mail No. P 433 236 899
Return Receipt Requested

Mr. William Erdman
690 Miller Road
York Haven, PA 17370

Dear Mr. Erdman:

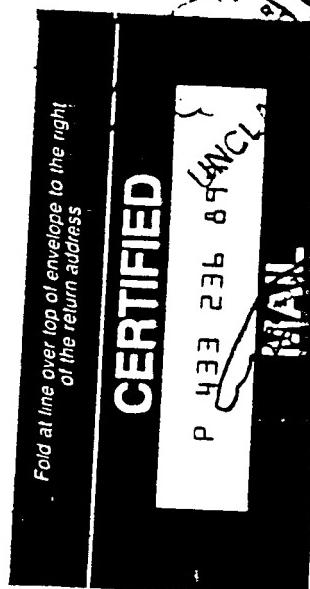
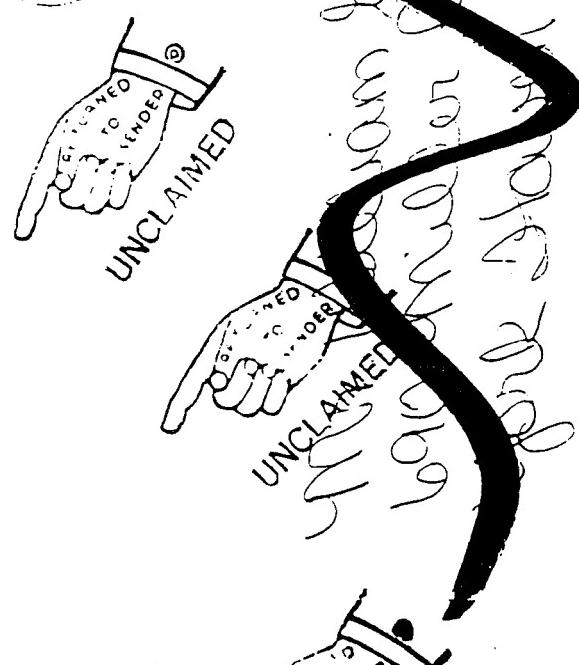
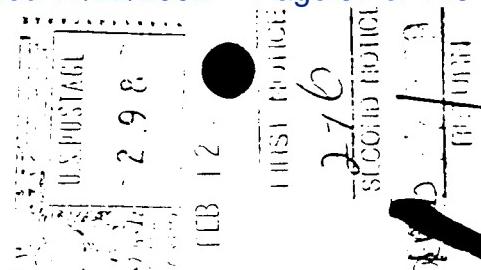
In accordance with Article 5, Section 5 on February 1, 1999, you were contacted to permanent employment in your classification in Winston-Salem, NC. This letter is to offer at Carlisle, PA. Please contact the office to determine your reporting date if you have any questions.

Very truly yours,

Gordon Ringberg, Director
Industrial Relations

cc: John Dale, Vice President - Trans
Gary Drake, Carlisle Linehaul
Teamsters Local Union No. 776

ABF FREIGHT SYSTEM, INC.
P.O. Box 10048
Fort Smith, AR 72917-0048



NMFA GRIEVANCE — Teamsters Local 776

7

90652

Name William N. EROMANHome Phone 717-938-8560Date of Hire 04/04/99Address 690 MILLER ROADCity York HavenState PAZip 17370Employer ABF Freight System Inc.

Fort Smith, ARK.

Employer's Address CARLISLE, PA. (042)Road Dock Jockey City Iron and Steel Mechanic-Office Miscellaneous

IMPORTANT: It is the responsibility of the member filing this grievance to issue the proper copies to all parties in a timely manner, as per your contract.

Date: MARCH 11, 1999

12 11

NATURE OF GRIEVANCE: I William N. EROMAN A LAYED OFF CAROLINA
 Freight Carriers Road driver AT THE CARLISLE PA. Facility,
 NOW EMPLOYED BY ABF Freight Systems AT CARLISLE PA.
 AM FILING FOR MY TERMINAL SENIORITY AND ALL BACK PAY
 AND BACK BENEFITS DUE ME SINCE THE CAROLINA FREIGHT
 CARRIERS AND ABF FREIGHT SYSTEM MERGER, OF 1995.

STEWARD'S COMMENTS: _____

In accordance with the Grievant's Bill of Rights, I am requesting, in writing, copies of all disciplinary letters, photos and any other documentation pertaining to this grievance.

William N. EROMAN

3-11-99

Signature of Member Filing Grievance

Shop Steward

12 31

YOU must check this box if you want to attend the grievance hearings. If you request to be in attendance, YOU WILL NOT be paid for this time.

ACTION TAKEN BY BUSINESS AGENT _____

Date: _____

Signature of Business Agent

1—WHITE—UNION COPY

2—PINK—EMPLOYER

3—BLUE—EMPLOYEE REPORTING GRIEVANCE

4—YELLOW—STEWARD

EXHIBIT

17

INSTRUCTIONS ON BACK OF YELLOW SHEET

Michael W. Fritz
99 Buckthorn Drive
Carlisle, PA 17013
(717) 245-2721

RECEIVED

November 4, 1998

NOV 04 1998

Attention: Connie Vaughn

ABF IND. REL. DEPT.

To whom it may concern:

As per your request, I, Michael W. Fritz, am requesting to be put on your road driver work list under Article 5, Section 5. I am currently on lay off status from Carolina Freight in Carlisle, PA.

Sincerely,

Michael W. Fritz

Michael W. Fritz

P.S. If you cannot reach me, you may contact my wife, Karen, at (717) 240-6855 (work) or (717) 245-2721 (home)



ABF FREIGHT SYSTEM, INC.
P. O. Box 10048
Fort Smith, AR 72917-0048
(501) 785-8700

November 19, 1998

Certified Mail No. P 433 236 881
Return Receipt Requested

Mr. Michael Fritz
99 Buckthorn Drive
Carlisle, PA 17013

Dear Mr. Fritz:

In accordance with Article 5, Section 5 of the National Master Freight Agreement, on November 13, 1998, you were contacted and offered an opportunity to transfer to permanent employment in your classification at Erie, Pennsylvania or Carlisle, Pennsylvania. This letter is to confirm that you elected to accept the job offer at Carlisle, PA. Please contact the line driver supervisor at that location to determine your reporting date if you have not done so.

Very truly yours,

Gordon Ringberg, Director
Industrial Relations

cc: John Dale, Vice President - Transportation/Industrial Relations
Gary Drake, Line Driver Supervisor - Carlisle, PA
Teamsters Local Union No. 776

Is your **RETURN ADDRESS** completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

3. Article Addressed to:

Michael Smith
49 Buckthorn Drive
Canfield, PA 17013

4a Article Number		1133330481
4b Service Type		
<input type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD		
<input type="checkbox"/> Express Mail <input checked="" type="checkbox"/> Return Receipt for Merchandise		
7. Date of Delivery		
8. Addressee's Address (Only if requested and fee is paid)		

Thank you for using Return Receipt Service.

NMFA GRIEVANCE — Teamsters Local 776

89093

Name MICHAEL W FRITZ Home Phone 245-2721 Date of Hire 5/84
 Address 99 BUCKTHORN DRIVE City CARLISLE State PA Zip 17013
 Employer ABF
 Employer's Address CARLISLE, PA

Road Dock Jockey City Iron and Steel Mechanic-Office Miscellaneous

IMPORTANT: It is the responsibility of the member filing this grievance to issue the proper copies to all parties in a timely manner, as per your contract.

Date: 19 45

NATURE OF GRIEVANCE: I AM A ROAD DRIVER FOR ABF. I WAS EMPLOYED AT CFCC. ON 5/95 WAS LAYED OFF AT CARLISLE, PA TERMINAL. DIDNT RE-DOMICILE. I SHOULD HAVE FULL ~~RIGHTS~~ TERMINAL SENIORITY NOT BE PLACED AT BOTTOM OF EXTRA BOARD. I ALSO SHOULD BE GIVEN ALL MONEY OWED SINCE I HAVE BEEN REINSTATED AT ABF (DOVE TAILED INTO MY SENIORITY SLOT)

STEWARD'S COMMENTS: _____

In accordance with the Grievant's Bill of Rights, I am requesting, in writing, copies of all disciplinary letters, photos and any other documentation pertaining to this grievance.

Michael W Fritz
Signature of Member Filing Grievance

Shop Steward Lew

YOU must check this box if you want to attend the grievance hearings. If you request to be in attendance, YOU WILL NOT be paid for this time.

ACTION TAKEN BY BUSINESS AGENT _____

Date: _____

Signature of Business Agent

- 1—WHITE—UNION COPY
- 2—PINK—EMPLOYER
- 3—BLUE—EMPLOYEE REPORTING GRIEVANCE
- 4—YELLOW—STEWARD

EXHIBIT

19

INSTRUCTIONS ON BACK OF YELLOW SHEET

A. Ronald Frombaugh
255 Mt. Rock Road
Newville, Pa. 17241
Phone Number, (717) 776-7593

Connie Vaughn
Industrial Relations
Fort Smith, Ark.

RECEIVED

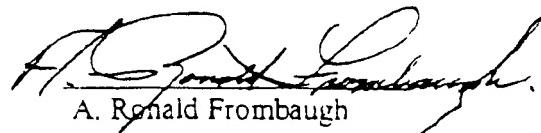
NOV 03 1998

ABF IND. REL. DEPT.

ATTN: Connie Vaughn:

I, A. Ronald Frombaugh, a former employee of Carolina Freight Carriers. (Road Driver) It is my desire to work for A. B. F. at the Carlisle, Pa. facility as described in the N.M.F.A., Section V Article V.

Respectfully submitted



A. Ronald Frombaugh



ABF FREIGHT SYSTEM, INC.
P O. Box 10048
Fort Smith, AR 72917-0048
(501) 785-8700

November 19, 1998

Certified Mail No. P 433 236 883
Return Receipt Requested

Mr. A. Ronald Frombaugh
255 Mt. Rock Road
Newville, PA 17241

Dear Mr. Frombaugh:

In accordance with Article 5, Section 5 of the National Master Freight Agreement, on November 4, 1998, you were contacted and offered an opportunity to transfer to permanent employment in your classification at Erie, Pennsylvania or Carlisle, Pennsylvania. This letter is to confirm that you elected to accept the job offer at Carlisle, PA. Please contact the line driver supervisor at that location to determine your reporting date if you have not done so.

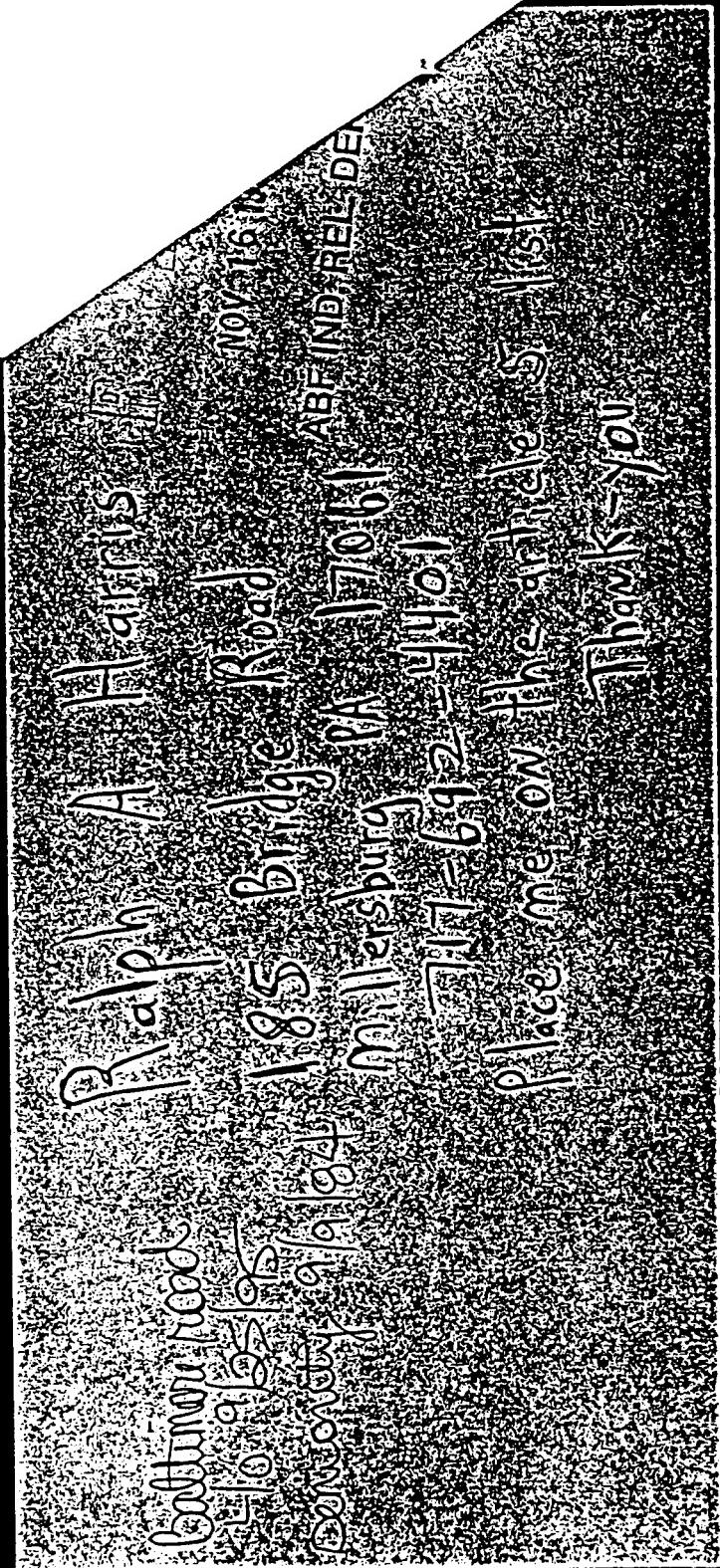
Very truly yours,

Gordon Ringberg, Director
Industrial Relations

cc: John Dale, Vice President - Transportation/Industrial Relations
Gary Drake, Line Driver Supervisor - Carlisle, PA
Teamsters Local Union No. 776

Is your RETURN ADDRESS completed on the reverse side?		SENDER:	
		<ul style="list-style-type: none"> • Complete items 1 and/or 2 for additional services. • Complete items 3 and 4a & b. • Print your name and address on the reverse of this form so that we can return this card to you. • Attach this form to the front of the mailpiece, or on the back if space does not permit. • Write "Return Receipt Requested" on the mailpiece below the article number. • The Return Receipt will show to whom the article was delivered and the date delivered. 	
<p>3. Article Addressed to:</p> <p>Ronald Domboch 255 Mt. Rock Road Newville, PA 17241</p>		<p>4a. Article Number: P43320883</p> <p>4b. Service Type:</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input checked="" type="checkbox"/> Return Receipt for Merchandise</p>	
		<p>I also wish to receive the following services (for an extra fee):</p> <ol style="list-style-type: none"> 1. <input type="checkbox"/> Addressee's Address 2. <input type="checkbox"/> Restricted Delivery <p>Consult postmaster for fee.</p>	
<p>5. Signature (Addressee): <i>Ronald Domboch</i></p> <p>6. Signature (Agent): <i></i></p> <p>7. Date of Delivery: 11-23-98</p> <p>8. Addressee's Address (Only if requested and fee is paid)</p>			

Thank you for using Return Receipt Service.





ABF FREIGHT SYSTEM, INC.
P. O. Box 10048
Fort Smith, AR 72917-0048
(501) 785-8700

November 24, 1998

Certified Mail No. P 433 236 197
Return Receipt Requested

Mr. Ralph Harris
185 Bridge Road
Millersburg, PA 17061

Dear Mr. Harris:

In accordance with Article 5, Section 5 of the National Master Freight Agreement, on November 23, 1998, you were contacted and offered an opportunity to transfer to permanent employment in your classification at Erie, Pennsylvania; Carlisle, Pennsylvania; or Winston-Salem, North Carolina. This letter is to confirm that you elected to accept the job offer at Carlisle, PA. Please contact the line driver supervisor at that location to determine your reporting date if you have not done so.

Very truly yours,

Gordon Ringberg, Director
Industrial Relations

cc: John Dale, Vice President - Transportation/Industrial Relations
Gary Drake, Line Driver Supervisor - Carlisle, PA
Teamsters Local Union No. 776
Teamsters Local Union No. 557

Is your RETURN ADDRESS completed on the reverse side?

SENDER:	
<ul style="list-style-type: none"> • Complete items 1 and/or 2 for additional services. • Complete items 3 and 4a & b. • Print your name and address on the reverse of this form so that we can return this card to you. • Attach this form to the front of the mailpiece, or on the back if space does not permit. • Write "Return Receipt Requested" on the mailpiece below the article number. • The Return Receipt will show to whom this article was delivered and the date delivered. 	
3. Article Addressed to:	<p><i>Ralph Harris</i> <i>165 Bridge Road</i> <i>Millersburg, PA 17042</i></p>
4a. Article Number	<i>0433-2001-0971</i>
4b. Service	<input type="checkbox"/> Registered Mail <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise
7. Date of Delivery	<i>11/24/91</i>
8. Addressee's Address-(Only if requested and fee is paid)	
<p>5. Signature (Addressee) <i>Ralph A. Harris</i></p> <p>6. Signature (Agent) <i>Ralph A. Harris</i></p>	

Thank you for using Return Receipt Service.

PS Form 3871, December 1991 GPO: 1993-352-714

DOMESTIC RETURN RECEIPT

Nation
and of
ssificat

NMFA GRIEVANCE — Teamsters Local 776

89835

Name Ralph A Harris Home Phone 717-692-4401 Date of Hire 9-9-84
 Address 185 Bridge Road City Millersburg State PA Zip 17061
 Employer ABF Employer's Address Carlisle PA

Road Dock Jockey City Iron and Steel Mechanic-Office Miscellaneous

IMPORTANT: It is the responsibility of the member filing this grievance to issue the proper copies to all parties in a timely manner, as per your contract.

Date: DEC 21 1998 27 46

NATURE OF GRIEVANCE: I Ralph A Harris was a road driver for CFCC in Carlisle PA. I did not redomicile to other terminal. I am reinstated at ABF Carlisle PA. I want my terminal seniority and all money owed.

11 Jan

5 40 F

STEWARD'S COMMENTS:

In accordance with the Grievant's Bill of Rights, I am requesting, in writing, copies of all disciplinary letters, photos and any other documentation pertaining to this grievance.

Ralph G. Harris

Signature of Member Filing Grievance

Shop Steward

- YOU must check this box if you want to attend the grievance hearings. If you request to be in attendance, YOU WILL NOT be paid for this time.

ACTION TAKEN BY BUSINESS AGENT

Aut 5-5

Date: _____

Signature of Business Agent

A.B.F. TUCKING
FORT SMITH, AK.
FAX: 501-785-6317

ATT: CONNIE

I AM LAYED OFF FROM
BALTIMORE, MD. PLEASE
PUT ME BACK ON THE
CALL BACK BORD, UNDER
ARTICAL 5 - SECTION 5
FOR CARLISLE, PA. ONLY
PLEASE.

SS# 193-38-2537
ALLEN W. LANDIS
506 CRISWELL DR.
BOILING SPRINGS, PA. 17007
717-258-3886

SINCERLY
Allen W. Landis
ALLEN W. LANDIS



ABF FREIGHT SYSTEM, INC.
P. O. Box 10048
Fort Smith, AR 72917-0048
(501) 785-8700

December 9, 1998

Certified Mail No. P 433 236 205
Return Receipt Requested

Mr. Allen Landis
506 Criswell Drive
Boiling Springs, PA 17007

Dear Mr. Landis:

In accordance with Article 5, Section 5 of the National Master Freight Agreement, on December 3, 1998, you were contacted and offered an opportunity to transfer to permanent employment in your classification at Erie, Pennsylvania; Carlisle, Pennsylvania; or Winston-Salem, North Carolina. This letter is to confirm that you elected to accept the job offer at Carlisle, PA. Please contact the line driver supervisor at that location to determine your reporting date if you have not done so.

Very truly yours,

Gordon Ringberg, Director
Industrial Relations

cc: John Dale, Vice President - Transportation/Industrial Relations
Gary Drake, Manager Linehaul Operations - Carlisle, PA
Teamsters Local Union No. 776
Teamsters Local Union No. 557

Is your RETURN ADDRESS completed on the reverse side?

SENDER: <ul style="list-style-type: none"> • Complete items 1 and/or 2 for additional services. • Print your name and address on the reverse of this form so that we can return this card to you. • Attach this form to the front of the mailpiece, or on the back if space does not permit. • Write "Return Receipt Requested" on the mailpiece below the article number delivered. 	
<p>3. Article Addressed to:</p> <p>Mr. Allen Jenkins 506 Onawello Drive Bowling Springs, PA 17007</p>	
<p>4a. Article Number</p> <p>433236205</p>	
<p>4b. Service Type</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input checked="" type="checkbox"/> Return Receipt for Merchandise</p>	
<p>7. Date of Delivery</p> <p>12-12-98</p>	
<p>8. Addressee's Address (Only if requested and fee is paid)</p>	

Thank you for using Return Receipt Service.

5. Signature (Addressee)
R. Jenkins

6. Signature (Agent)

PS Form 3811, December 1991 *U.S. GPO: 1993-352-714 DOMESTIC RETU

NMFA GRIEVANCE — Teamsters Local 776

85060

Name ALLEN W LANDIS Home Phone 258-3886 Date of Hire 11-3-75
 Address 506 CRISWELL DR. City BOILING SPRINGS State PA. Zip 17007
 Employer ABF FREIGHT
 Employer's Address CARLISLE, PA.

Road Dock Jockey City Iron and Steel

Mechanic-Office Miscellaneous Date: 19 C4

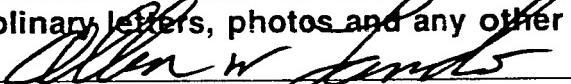
IMPORTANT: It is the responsibility of the member filing this grievance to issue the proper copies to all parties in a timely manner, as per your contract.

132

NATURE OF GRIEVANCE: I WAS LAYED OFF AT BALTIMORE, MD.
BY ABF. DUE TO THE CAROLINA - ABF
MERGER, NOW I AM BACK TO WORK FOR
ABF AT CARLISLE, PA. I WAS GIVEN ALL
MY COMPANY SENIORITY, BUT NOT MY
TERMINAL SENIORITY. I WANT ALL MY SENIOR

STEWARD'S COMMENTS: _____

In accordance with the Grievant's Bill of Rights, I am requesting, in writing, copies of all disciplinary letters, photos and any other documentation pertaining to this grievance.

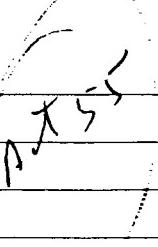

 Signature of Member Filing Grievance

Shop Steward

YOU must check this box if you want to attend the grievance hearings. If you request to be in attendance, YOU WILL NOT be paid for this time.

ACTION TAKEN BY BUSINESS AGENT _____

Date: _____


 Signature of Business Agent

1—WHITE—UNION COPY

2—PINK—EMPLOYER

3—BLUE—EMPLOYEE REPORTING GRIEVANCE

4—YELLOW—STEWARD

EXHIBIT

24

RECEIVED

JAN 08 1999

ABF IND. REL. DEP

January 4, 1999

ABF
P. O. Box 10048
Fort Smith, AK 72917-0048

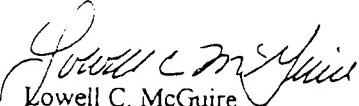
Attention: Connie Vaughn

Dear Ms. Vaughn:

I am a former employee of Carolina Freight and would like to be considered for rehire under the 5 & 5 rule as a road driver at the Carlisle, PA terminal.

Sincerely,

Lowell C. McGuire


Lowell C. McGuire
13 Dicken Drive
Marysville, PA 17053
(717) 957-3653



ABF FREIGHT SYSTEM, INC.
P. O. Box 10048
Fort Smith, AR 72917-0048
(501) 785-8700

February 8, 1999

Certified Mail No. P 433 236 897
Return Receipt Requested

Mr. Lowell McGuire
13 Dicken Drive
Marysville, PA 17053

Dear Mr. McGuire

In accordance with Article 5, Section 5 of the National Master Freight Agreement, on February 2, 1999, you were contacted and offered an opportunity to transfer to permanent employment in your classification at Erie, PA; Carlisle, PA; or Winston-Salem, NC. This letter is to confirm that you elected to accept the job offer at Carlisle, PA. Please contact the line driver supervisor at that location to determine your reporting date if you have not done so.

Very truly yours,

Gordon Ringberg, Director
Industrial Relations

cc: John Dale, Vice President - Transportation/Industrial Relations
Gary Drake, Carlisle Linehaul
Teamsters Local Union No. 776

<p>Is your RETURN ADDRESS completed on the reverse side?</p>	
<p>SENDER:</p> <ul style="list-style-type: none"> • Complete items 1 and/or 2 for additional services. • Complete items 3 and 4a & b. • Print your name and address on the reverse of this form so that we can return this card to you. • Attach this form to the front of the mailpiece, or on the back if space does not permit. • Write "Return Receipt Requested" on the mailpiece below the article number. • The Return Receipt will show to whom the article was delivered and the date delivered. 	
<p>3. Article Addressed to:</p> <p>Mr. Edward McCloskey 13 Concord Drive Montville PA 17053</p>	
<p>4a. Article Number</p> <p>0433236891</p>	
<p>4b. Service Type</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input checked="" type="checkbox"/> Return Receipt for Merchandise</p>	
<p>7. Date of Delivery</p> <p>2/1/93</p>	
<p>5. Addressee (Address)</p> <p><i>Edward McCloskey</i></p>	
<p>6. Signature Agent</p> <p><i>Edward McCloskey</i></p>	
<p>8. Addressee's Address (Only if requested and fee is paid)</p> <p> </p>	

Thank you for using Return Receipt Service.

NMFA GRIEVANCE — Teamsters Local 776

90657

Name Lowell C McGuire Home Phone (717) 957-3653 Date of Hire Feb-11-99
 Address 13 Dietrich Dr. City Marysville State PA Zip 17053
 Employer ABF
 Employer's Address Carlisle, Pennsylvania

Road Dock Jockey City Iron and Steel Mechanic-Office Miscellaneous

IMPORTANT: It is the responsibility of the member filing this grievance to issue the proper copies to all parties in a timely manner, as per your contract.

Date: 13 14

20 06

CEU

NATURE OF GRIEVANCE: I was on The Lay OFF list, For Terminal Closing in Carlisle, Pennsylvania

On February 11, 1999 I was called back to work and NOT put in my proper seniority NOT on The board.

I request that I be done Tailed into my Correct spot, And be paid All money due me.

STEWARD'S COMMENTS: _____

In accordance with the Grievant's Bill of Rights, I am requesting, in writing, copies of all disciplinary letters, photos and any other documentation pertaining to this grievance.

Signature of Member Filing Grievance

Shop Steward

- YOU must check this box if you want to attend the grievance hearings. If you request to be in attendance, YOU WILL NOT be paid for this time.

ACTION TAKEN BY BUSINESS AGENT _____

Date: _____

Signature of Business Agent

- 1—WHITE—UNION COPY
 2—PINK—EMPLOYER
 3—BLUE—EMPLOYEE REPORTING GRIEVANCE
 4—YELLOW—STEWARD

EXHIBIT

26

INSTRUCTIONS ON BACK OF YELLOW SHEET

NOVEMBER 30, 1998

ABF
ATTN: CONNIE VAUGH
FAX # (501) 785-6317

I WALTER MINNICH AM REQUESTING TO BE PUT BACK ON THE LIST OF
ARTICLE 5, SECTION 5.

WALTER MINNICH
23 BISGAH STATE ROAD
P.O. BOX 303
SHERMANSDALE, PA 17090
(717) 582-4080



ABF FREIGHT SYSTEM, INC.
P. O. Box 10048
Fort Smith, AR 72917-0048
(501) 785-8700

December 9, 1998

Certified Mail No. P 433 236 206
Return Receipt Requested

Mr. Walter Minnich
P. O. Box 303
Shermansdale, PA 17090

Dear Mr. Minnich:

In accordance with Article 5, Section 5 of the National Master Freight Agreement, on December 3, 1998, you were contacted and offered an opportunity to transfer to permanent employment in your classification at Erie, Pennsylvania; Carlisle, Pennsylvania; or Winston-Salem, North Carolina. This letter is to confirm that you elected to accept the job offer at Carlisle, PA. Please contact the line driver supervisor at that location to determine your reporting date if you have not done so.

Very truly yours,

Gordon Ringberg, Director
Industrial Relations

cc: John Dale, Vice President - Transportation/Industrial Relations
Gary Drake, Manager Linehaul Operations - Carlisle, PA
Teamsters Local Union No. 776
Teamsters Local Union No. 557

Is your RETURN ADDRESS completed on the reverse side?

SENDER: • Complete items 1 and/or 2 for additional services. • Complete items 3, and 4a & b. • Print your name and address on the reverse of this form so that we can return this card to you. • Attach this form to the front of the mailpiece, or on the back if space does not permit. • Write "Return Receipt Requested" on the mailpiece below the article number delivered.	
3. Article Addressed to: M. Walter Minick P. O. Box 303 Shannondale, PA 17090	
4a. Article Number P433236206	
4b. Service Type <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input checked="" type="checkbox"/> Return Receipt for Merchandise	
5. Signature (Addressee) Paul M. Minick 6. Signature (Agent)	
7. Date of Delivery 2-12-98	
8. Addressee's Address (Only if requested and fee is paid)	

I also wish to receive the following services (for an extra fee):

1. Addressee's Address

2. Restricted Delivery

Consult postmaster for fee.

Thank you for using Return Receipt service.

NMFA GRIEVANCE — Teamsters Local 776

89098

Name WALTER R MINICHHome Phone 717-522-4080 Date of Hire 7/7/75Address 23 PERSON ST Q. B.O., BEL 303City SCHERMANA DALE State PA Zip 17080Employer ABFEmployer's Address CARLISLE, PARoad Dock Jockey City Iron and Steel Mechanic-Office Miscellaneous

7 46

IMPORTANT: It is the responsibility of the member filing this grievance to issue the proper copies to all parties in a timely manner, as per your contract.

Date:

NATURE OF GRIEVANCE: I Walter R. Minich am FILING THIS GRIEVANCE
TO HAVE my Company SENIORITY REENSTATED AT THE TERMINAL
LEVEL AND ANY MONETARY CLAIMS THAT MAY BE DUE TO ME
I WAS LAYED OFF IN SEPTEMBER 1995 WHEN THE
MERGER BETWEEN CAROLINA FREIGHT AND ABF WAS IMPLEMENTED.
DURING THIS TIME TELL I WAS REENSTATED FROM LAYOFF I
WAS NEVER OFFERED ANY TYPE EMPLOYMENT IN THE ABF SYSTEM
I WAS PLACED IN A COMPANY POOL AND NOW THAT
I AM BACK TO WORK I HAVE NO TERMINAL SENIORITY. I FEEL
MY RIGHTS FOR TERMINAL SENIORITY HAVE BEEN DISRESPECTED
AGAINST

STEWARD'S COMMENTS: _____

RMM 10/08

In accordance with the Grievant's Bill of Rights, I am requesting, in writing, copies of all disciplinary letters, photos and any other documentation pertaining to this grievance.

Walter R. Minich

Signature of Member Filing Grievance

Shop Steward

YOU must check this box if you want to attend the grievance hearings. If you request to be in attendance, YOU WILL NOT be paid for this time.

ACTION TAKEN BY BUSINESS AGENT _____

Date: _____

Signature of Business Agent

1—WHITE—UNION COPY

2—PINK—EMPLOYER

3—BLUE—EMPLOYEE REPORTING GRIEVANCE

4—YELLOW—STEWARD

EXHIBIT

28

Raymond C. Nevins
94 Study Road
Littlestown, PA 17340
(717) 359-8143

January 10, 1999

Industrial Relations

To Whom It May Concern;

I would like my name to placed on the Article 5
Section 5 LIST for Carlisle, PA.

Sincerely,

Raymond C. Nevins

Raymond C. Nevins



ABF FREIGHT SYSTEM, INC.
P. O. Box 10048
Fort Smith, AR 72917-0048
(501) 785-8700

February 8, 1999

Certified Mail No. P 433 236 901
Return Receipt Requested

Mr. Raymond C. Nevins
94 Study Road
Littlestown, PA 17340

Dear Mr. Nevins:

In accordance with Article 5, Section 5 of the National Master Freight Agreement, on February 1, 1999, you were contacted and offered an opportunity to transfer to permanent employment in your classification at Erie, PA; Carlisle, PA; or Winston-Salem, NC. This letter is to confirm that you elected to accept the job offer at Carlisle, PA. Please contact the line driver supervisor at that location to determine your reporting date if you have not done so.

Very truly yours,

Gordon Ringberg, Director
Industrial Relations

cc: John Dale, Vice President - Transportation/Industrial Relations
Gary Drake, Carlisle Linehaul
Teamsters Local Union No. 776
Teamsters Local Union No. 557

your RETURN ADDRESS completed on the reverse side?

SENDER: <ul style="list-style-type: none"> • Complete items 1 and/or 2 for additional services. • Complete items 3, and 4a & b. • Print your name and address on the reverse of this form so that we can return this card to you. • Attach this form to the front of the mailpiece, or on the back if space does not permit. • Write "Return Receipt Requested" on the mailpiece below the article number. • The Return Receipt will show to whom the article was delivered and the date delivered. 	
<p>3. Article Addressed to:</p> <p>Mrs. Raymond Nursing 1411 Study Road Lindstrom, PA 17340</p>	
<p>4a Article Number</p> <p>P 433 D350 AC1</p>	
<p>4b. Service Type</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input checked="" type="checkbox"/> Return Receipt for Merchandise</p>	
<p>7. Date of Delivery</p> <p>2/22/99</p>	
<p>8. Addressee's Address (Only if requested and fee is paid)</p>	
<p>5. Signature (Addressee)</p> <p>Jeanie J. Newell</p>	

Thank you for using Return Receipt Service.

your
PS Form 3811, December 1991 **AUS.GPO:1993-352-714**
DOMESTIC RETURN RECEIPT

NMFA GRIEVANCE — Teamsters Local 776

90680

Name Raymond C. NeelinsHome Phone 359 8143Date of Hire Nov 2, 87Address 94 Study Rd.City LittlestownState PaZip 17340Employer A.B.F.Employer's Address CARLISLE PARoad Dock Jockey City Iron and Steel Mechanic-Office Miscellaneous

IMPORTANT: It is the responsibility of the member filing this grievance to issue the proper copies to all parties in a timely manner, as per your contract.

Date: March 27 - 97

18 04

NATURE OF GRIEVANCE: I was laid off do to the merger
Between CARLISLE FRT. & A.B.FNow I am back working for A.B.F IN CARLISLE
PA. I would like full seniority and back monies
and Benefits Do to me.

14 14

STEWARD'S COMMENTS:

In accordance with the Grievant's Bill of Rights, I am requesting, in writing, copies of all disciplinary letters, photos and any other documentation pertaining to this grievance.

Raymond C. Neelins

Signature of Member Filing Grievance

Shop Steward

 YOU must check this box if you want to attend the grievance hearings. If you request to be in attendance, YOU WILL NOT be paid for this time.

ACTION TAKEN BY BUSINESS AGENT

Date:

Signature of Business Agent

1—WHITE—UNION COPY

2—PINK—EMPLOYER

3—BLUE—EMPLOYEE REPORTING GRIEVANCE

4—YELLOW—STEWARD

EXHIBIT

30

INSTRUCTIONS ON BACK OF YELLOW SHEET

February 22, 1999

Connie Vaghn
Box 10048
Forth Smith, Arkansas 72917
Fax: 501-785-6317

Stanley L. Nye
740 Torway Road
Gardners, PA 17324
SSN# 191-40-9827
Telephone: (717) 486-0223

RE: Road Driver, laid off from ABF, request for consideration of the Right to Transfer to any ABF.

Pursuant to the provisions of the Decisions in Case Number MR-CO-38-9/95, I, Stanley L. Nye, road driver, laid off from Arkansas Best Freight in Baltimore, Maryland, hereby notify you in writing of my desire to transfer and to invoke my right to transfer under Article 5, Section 5 of the National Master Freight Agreement, as extended in the above captioned case.



ABF FREIGHT SYSTEM INC.
P. O. Box 10048
Fort Smith, AR 72917-0048
(501) 785-8700

February 25, 1999

Certified Mail No. Z 093 697 089
Return Receipt Requested

Mr. Stanley Nye
740 Torway Road
Gardners, PA 17324

Dear Mr. Nye:

In accordance with Article 5, Section 5 of the National Master Freight Agreement, on February 22, 1999, you were contacted and offered an opportunity to transfer to permanent employment in your classification at Erie, PA; Carlisle, PA; or Winston-Salem, NC. This letter is to confirm that you elected to accept the job offer at Carlisle, PA. Please contact the line driver supervisor at that location to determine your reporting date if you have not done so.

Very truly yours,

Gordon Ringberg, Director
Industrial Relations

cc: John Dale, Vice President - Transportation/Industrial Relations
Gary Drake, Carlisle Linehaul
Teamsters Local Union No. 776
Teamsters Local Union No. 557

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write Return Receipt Requested on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

3. Article Addressed to: Mr. Michael S. Cole 740 Drexel Rd. Downingtown, PA 19335	4a. Article Number: C 513 441 000
5. Received By: (Print Name) X John M. Cole	6. Signature: Addressee or Agent X John M. Cole

I also wish to receive the following services (for an extra fee):

1. Addressee's Address
 2. Restricted Delivery
- Consult postmaster for fee

4b. Service Type
<input type="checkbox"/> Registered
<input type="checkbox"/> Express Mail
<input checked="" type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured
<input type="checkbox"/> COD

7. Date of Delivery

3 - 1 - 92
8. Addressee's Address (Only if requested and fee is paid)

Thank you for using Return Receipt Service.

NMFA GRIEVANCE — Teamsters Local 776

89012

Name Stanford L. Rue Home Phone (717)486-0223 Date of Hire 02/27/99
 Address 748 Tonwauk Road City Gardners State Pa Zip 17324
 Employer ABF
 Employer's Address Carlisle, PA

Road Dock Jockey City Iron and Steel Mechanic-Office Miscellaneous

IMPORTANT: It is the responsibility of the member filing this grievance to issue the proper copies to all parties in a timely manner, as per your contract.

Date: March 5, 1999

11
5 17

NATURE OF GRIEVANCE: Because of the decision in the ABF/Carolina/Red Arrow change of operations Case Number MR-CU-38 9/95 on 09/22/95, I was laid off and had no offer to follow work that left the Baltimore Maryland Road Operation.

On 02/27/99 I was called back to work and placed on the bottom of the Carlisle, PA road board not in my proper seniority spot.

I request that I be dovetailed into my correct spot on this board and be paid all money due to me.

STEWARD'S COMMENTS: _____

In accordance with the Grievant's Bill of Rights, I am requesting, in writing, copies of all disciplinary letters, photos and any other documentation pertaining to this grievance.

ADM 2 3/8/99
Signature of Member Filing Grievance

Shop Steward

- YOU must check this box if you want to attend the grievance hearings. If you request to be in attendance, YOU WILL NOT be paid for this time.**

ACTION TAKEN BY BUSINESS AGENT _____

Date: _____

Signature of Business Agent

Vincent Ramirez, Jr
66 Lemwood Park
Shippensburg, Pa 17257
Franklin
Home Phone (717)-530-5329

RECEIVED

November 04, 1998

NOV 04 1998

ABF IND. REL DEPT.

A.B.F. Freight Systems
Fort Smith, Ar (Attn: Connie Vaughn)

Dear Connie,

I am sending you this letter that you said to send to you requesting that I be placed on the list for road drivers under article #5 section #5. I was layed off from Carolina freight in 1995. Any future information on this matter please contact me, Thank - You.

Sincerely,

Vincent Ramirez, Jr



ABF FREIGHT SYSTEM, INC.
P. O. Box 10048
Fort Smith, AR 72917-0048
(501) 785-8700

November 19, 1998

Certified Mail No. P 433 236 880
Return Receipt Requested

Mr. Vincent Ramirez, Jr.
86 Lenwood Park
Shippensburg, PA 17257

Dear Mr. Ramirez:

In accordance with Article 5, Section 5 of the National Master Freight Agreement, on November 16, 1998, you were contacted and offered an opportunity to transfer to permanent employment in your classification at Erie, Pennsylvania or Carlisle, Pennsylvania. This letter is to confirm that you elected to accept the job offer at Carlisle, PA. Please contact the line driver supervisor at that location to determine your reporting date if you have not done so.

Very truly yours,

Gordon Ringberg, Director
Industrial Relations

cc: John Dale, Vice President - Transportation/Industrial Relations
Gary Drake, Line Driver Supervisor - Carlisle, PA
Teamsters Local Union No. 776

Is your RETURN ADDRESS completed on the reverse side?

SENDER:	
<ul style="list-style-type: none"> • Complete items 1 and/or 2 for additional services. • Complete items 3, and 4a & b. • Print your name and address on the reverse of this form so that we can return this card to you. • Attach this form to the front of the mailpiece, or on the back if space does not permit. • Write "Return Receipt Requested" on the mailpiece below the article number. • The Return Receipt will show to whom the article was delivered and the date delivered. 	
3. Article Addressed to:	4a. Article Number <i>1337206578</i>
<i>John R. Barnes</i>	4b. Service Type <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input checked="" type="checkbox"/> Return Receipt for Merchandise
<i>St. John's Bank</i>	7. Date of Delivery <i>1-23-98</i>
5. Signature (Addressee)	8. Addressee's Address (Only if requested and fee is paid)
<i>John R. Barnes</i>	

Thank you for using Return Receipt Service.

Is your RETURN ADDRESS completed on the reverse side?

6. Signature (Agent)

John R. Barnes

7. Signature (Addressee)

John R. Barnes

8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1991 *NU 6668-1993-352 714*

DOMESTIC RETURN RECEIPT

NMFA GRIEVANCE — Teamsters Local 776

89077

Name VINCENT RAMIREZ JR Home Phone 717-530-5329 Date of Hire 3-24-86
 Address 86 LENWOOD PARK City Shippensburg State PA Zip 17257
 Employer ABF FREIGHT SYSTEM INC CARLISLRE PA
 Employer's Address CARLISLRE PIKE CARLISLRE PA

Road Dock Jockey City Iron and Steel Mechanic-Office Miscellaneous

IMPORTANT: It is the responsibility of the member filing this grievance to issue the proper copies to all parties in a timely manner, as per your contract.

Date: _____ CEN

NATURE OF GRIEVANCE: In 1995 I was placed on lay-off status by carolina freight, carlisle PA. I was recalled from lay-off status ABF freight Carlisle PA in filing this grievance due to being placed on extra Board with out rightful seniority. I'm asking to be reinstated with full seniority with all lost time benefits or money due me.

STEWARD'S COMMENTS: _____

In accordance with the Grievant's Bill of Rights, I am requesting, in writing, copies of all disciplinary letters, photos and any other documentation pertaining to this grievance.

Vincent Ramirez Jr
Signature of Member Filing Grievance

Shop Steward

YOU must check this box if you want to attend the grievance hearings. If you request to be in attendance, YOU WILL NOT be paid for this time.

ACTION TAKEN BY BUSINESS AGENT _____

Date: _____

Signature of Business Agent

1—WHITE—UNION COPY
 2—PINK—EMPLOYER
 3—BLUE—EMPLOYEE REPORTING GRIEVANCE
 4—YELLOW—STEWARD

EXHIBIT

34

ABF FREIGHT

Personnel Office

I wish to be considered for employment under Article 5
at the Carlisle Pa. terminal.

I am a former employee of Carolina Freight. I was with
Carolina approximately 18 years. I am now on layoff status.

Keith Sgrignoli

109 Saint George Dr.

Dillsburg, Penna. 17019

717-432-8795



ABF FREIGHT SYSTEM, INC.
P. O. Box 10048
Fort Smith, AR 72917-0048
(501) 785-8700

November 24, 1998

Certified Mail No. P 433 236 202
Return Receipt Requested

Mr. Keith Sgrignoli
109 Saint George Drive
Dillsburg, PA 17019

Dear Mr. Sgrignoli:

In accordance with Article 5, Section 5 of the National Master Freight Agreement, on November 20, 1998, you were contacted and offered an opportunity to transfer to permanent employment in your classification at Erie, Pennsylvania or Carlisle, Pennsylvania. This letter is to confirm that you elected to accept the job offer at Carlisle, PA. Please contact the line driver supervisor at that location to determine your reporting date if you have not done so.

Very truly yours,

Gordon Ringberg, Director
Industrial Relations

cc: John Dale, Vice President - Transportation/Industrial Relations
Gary Drake, Line Driver Supervisor - Carlisle, PA
Teamsters Local Union No. 776
Teamsters Local Union No. 773

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3 and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number delivered.

3. Article Addressed to:

Kurt S. Schenck
109 South George Street
Quakertown, PA 17019

4a) Article Number	4b) Service Type
PL 33-3300	<input checked="" type="checkbox"/> Registered <input type="checkbox"/> Insured
	<input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD
	<input type="checkbox"/> Express Mail <input checked="" type="checkbox"/> Return Receipt for Merchandise
5. Signature (Addressee)	6. Signature (Agent)
Kurt S. Schenck	

- I also wish to receive the following services (for an extra fee):
1. Addressee's Address
 2. Restricted Delivery
- Consult postmaster for fee.

- 4a) Article Number
- PL 33-3300
- 4b) Service Type
- Registered Insured
- Certified COD
- Express Mail Return Receipt for Merchandise
5. Signature (Addressee)
6. Signature (Agent)
7. Date of Delivery
8. Addressee's Address (Only if requested and fee is paid)

Thank you for using Return Receipt Service.

REPORT OF GRIEVANCE—Teamsters Local 776 № 57610

Name Keith E Scriggoli
 Address 7109 Saint GEORGE DR
 Employer ABF

Employer's Address CARLISLE PA

Road Dock Jockey City Iron and Steel Mechanic-Office Miscellaneous

IMPORTANT: It is the responsibility of the member filing this grievance to issue the proper copies to all parties in a timely manner, as per your contract.

Date: 5/17/2002

NATURE OF GRIEVANCE: I Keith Scriggoli was employed by CAROLINA FRT. in ALLENTOWN PA ABF took over CAROLINA AND I WAS PUT INTO A MULTIPLE POOL FOR 15 YEARS.

THE COMPANY ABUSED THE MULTIPLE POOL AND RESTRICTED MY SENIORITY. I AM FILING FOR ALL MONETARY CLAIMS DUE ME AND MY SENIORITY

STEWARD'S COMMENTS:

Keith E. Scriggoli

Signature of Member Filing Grievance

Shop Steward Charles P. Smith

1. YOU must check this box if you want to attend the grievance hearings. If you request to be in attendance, YOU WILL NOT be paid for this time.

ACTION TAKEN BY BUSINESS AGENT

Ray Snyder
138 Linda Drive
Mechanicsburg, Pennsylvania 17055
Cumberland
Fax: (717) 697-2447
Home Phone: (717) 697-2447

RECEIVED

NOV 03 1998

November 02, 1998

ABF IND. REL. DEPT.

A.B.F.
Port Smith, Ak (Attn. Connie Vaughn)

Dear Connie,,

I am sending you this letter upon your request since I am an employee of Carolina Freight which was placed in a layoff status in Carlisle, Pa in 1995. My wife had contacted you by phone on November 02, 1998 about being placed on the drivers board at A.B.F. I am interested in being placed on the drivers board in conjunction with article#5, section # 5. Please let me know of any future development, Thank You

Sincerely,

Ray G. Snyder, Jr

Ray G. Snyder Jr.
717-697-2447



ABF FREIGHT SYSTEMS, INC.
P. O. Box 10048
Fort Smith, AR 72917-0048
(501) 785-8700

November 19, 1998

Certified Mail No. P 433 236 879
Return Receipt Requested

Mr. Ray Snyder, Jr.
138 Linda Drive
Mechanicsburg, PA 17055

Dear Mr. Snyder:

In accordance with Article 5, Section 5 of the National Master Freight Agreement, on November 16, 1998, you were contacted and offered an opportunity to transfer to permanent employment in your classification at Erie, Pennsylvania or Carlisle, Pennsylvania. This letter is to confirm that you elected to accept the job offer at Carlisle, PA. Please contact the line driver supervisor at that location to determine your reporting date if you have not done so.

Very truly yours,

Gordon Ringberg, Director
Industrial Relations

cc: John Dale, Vice President - Transportation/Industrial Relations
Gary Drake, Line Driver Supervisor - Carlisle, PA
Teamsters Local Union No. 776

P 433 236 879

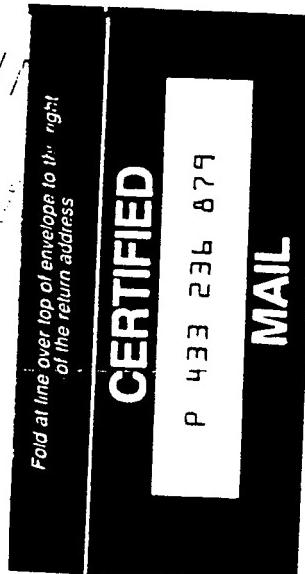
RECEIPT FOR CERTIFIED MAIL
NO INSURANCE COVERAGE PROVIDED
 NOT FOR INTERNATIONAL MAIL
 (See Reverse)

Signature	
Street and No.	
P.O., State and ZIP Code	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt showing to whom and Date Delivered	
Return Receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	\$
Postmark or Date	

PS Form 3800, June 1985
 US GPO 1989 234-555

of the National Master Freight Agreement, elected and offered an opportunity to our classification at Erie, Pennsylvania or confirm that you elected to accept the job line driver supervisor at that location to be not done so.

ABF FREIGHT SYSTEM, INC.
 P.O. Box 10048
 Fort Smith, AR 72917-0048



Human Resources/Industrial Relations
 - Carlisle, PA

Snyder

NMFA GRIEVANCE — Teamsters Local 776

89095

• RAY G. SNYDER, Jr. Home Phone 717-697-2447 Date of Hire 9-5-85
 Address 138 LINDA DRIVE City MECHANICSBURG, State PA Zip 17055
 Employer A.B.F.
 Employer's Address CARLISLE, PA 17013

Road Dock Jockey City Iron and Steel Mechanic-Office Miscellaneous

IMPORTANT: It is the responsibility of the member filing this grievance to issue the proper copies to all parties in a timely manner, as per your contract.

Date: 19-11-01

CEN

NATURE OF GRIEVANCE: I AM A ROAD DRIVER AT A.B.F. IN CARLISLE, PA. I WAS CALLED BACK TO WORK ON 11-27-98 FROM A LAYOFF STATUS FROM CAROLINA FREIGHT IN CARLISLE, PA IN 1995. I WAS PUT BACK TO WORK WITH ALL MY COMPANY SENIORITY BUT WITH NO TERMINAL SENIORITY. I FEEL THAT THIS BEING A RECALL FROM LAYOFF I SHOULD BE DOWNTAZLED INTO MY ORIGINAL SENIORITY SPOT, SO I AM FILING THIS GRIEVANCE TO REGAIN ALL MY SENIORITY AND ANY LOST WAGES DUE TO NOT HOLDING MY FULL SENIORITY SPOT.

STEWARD'S COMMENTS: _____

In accordance with the Grievant's Bill of Rights, I am requesting, in writing, copies of all disciplinary letters, photos and any other documentation pertaining to this grievance.

Ray G. Snyder
Signature of Member Filing Grievance

Shop Steward

YOU must check this box if you want to attend the grievance hearings. If you request to be in attendance, YOU WILL NOT be paid for this time.

ACTION TAKEN BY BUSINESS AGENT _____

Date: _____

Signature of Business Agt

- 1—WHITE—UNION COPY
- 2—PINK—EMPLOYER
- 3—BLUE—EMPLOYEE REPORTING GRIEVANCE
- 4—YELLOW—STEWARD

EXHIBIT

OCTOBER 30, 1998

ATTN: MRS. CONNIE VAUGHN
ABF

I LARRY WELKER AM REQUESTING TO BE PUT BACK ON THE ARTICLE 5,
SECTION 5 LIST.

LARRY WELKER
48 W. MAIN STREET
PLAINFIELD, PA 17013

PHONE # (717) 243-8263



ABF FREIGHT SYSTEM INC.
P. O. Box 10048
Fort Smith, AR 72917-0048
(501) 785-8700

October 30, 1998

Certified Mail No. P 433 236 875
Return Receipt Requested

Mr. Larry Welker
48 West Main Street
Plainfield, PA 17013

Dear Mr. Welker:

In accordance with Article 5, Section 5 of the National Master Freight Agreement, on October 30, 1998, you were contacted and offered an opportunity to transfer to permanent employment in your classification at Winston-Salem, North Carolina; Erie, Pennsylvania; or, Carlisle, Pennsylvania. This letter is to confirm that you elected to accept the job offer at Carlisle, PA. Please contact the line driver supervisor at that location to determine your reporting date if you have not done so.

Very truly yours,

Gordon Ringberg, Director
Industrial Relations

cc: John Dale, Vice President - Transportation/Industrial Relations
Gary Drake, Line Driver Supervisor - Carlisle, PA
Teamsters Local Union No. 557
Teamsters Local Union No. 776

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3 and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to You.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

3. Article Addressed to:

Mr. Young Weller
8 W. Main Street
Danfield, PA 17013

4a. Article Number	PL3336875	
4b. Service Type	<input type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise	
7. Date of Delivery	11-17-91	
8. Addressee's Address (Optional if requested and fee is paid)	11-17-91	

I also wish to receive the following services (for an extra fee):

1. Addressee's Address
 2. Restricted Delivery
- Consult Postmaster for fee.

Thank you for using Return Receipt Service.

at off a

PS Form 3811, December 1991 *U.S. GPO: 1993-352-714 DOMESTIC RETURN RECEIPT

NMFA GRIEVANCE — Teamsters Local 776

89096

Name LAWRENCE D. WELKERHome Phone 717-343-8363Date of Hire 9-30-73Address 48 W. MAIN STCity PlainfieldState Pa. Zip 17081Employer A.B.F.Employer's Address CARLISLE PA.Road Dock Jockey City Iron and Steel Mechanic-Office Miscellaneous

IMPORTANT: It is the responsibility of the member filing this grievance to issue the proper copies to all parties in a timely manner, as per your contract.

Date: _____

5/33
Car

NATURE OF GRIEVANCE: I WAS LAID OFF DURING THE MERGER Between Carolina FET + A.B.F. NOW THAT I AM BACK WORKING FOR A.B.F., I WANT TERMINAL SENIORITY AND BACK monies AND Benefit's DO TO ME.

STEWARD'S COMMENTS: _____

In accordance with the Grievant's Bill of Rights, I am requesting, in writing, copies of all disciplinary letters, photos and any other documentation pertaining to this grievance.

Lawrence D. Welker
Signature of Member Filing Grievance

Shop Steward

YOU must check this box if you want to attend the grievance hearings. If you request to be in attendance, YOU WILL NOT be paid for this time.

ACTION TAKEN BY BUSINESS AGENT _____

Date: _____

Signature of Business Agent

1—WHITE—UNION COPY

2—PINK—EMPLOYER

3—BLUE—EMPLOYEE REPORTING GRIEVANCE

4—YELLOW—STEWARD

EXHIBIT

40

PHIL FERRANTE
VICE PRESIDENT
BRAD LINDSAY
RECORDING SECRETARY
HARVEY WHITE
TRUSTEE
MIKE HORD
TRUSTEE
THOMAS VINSON
TRUSTEE

CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 776

AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

2552 JEFFERSON STREET, HARRISBURG, PA 17110-2505

THOMAS B. GRIFFITH
PRESIDENT AND BUSINESS AGENT

JOHN L. FOGLE, II
SECRETARY TREASURER AND BUSINESS AGENT

BUSINESS AGENTS

CARLOS N. RAMOS, II
CHARLES SHUGHART
ROBERT J. SNYDER, JR.
RUSSELL A. STEPP
DANIEL A. VIRTUE

April 17, 2000.

CERTIFIED MAIL
NO. Z 238 583 002

Jeffrey Albright
522 C Woodlawn Drive
Harrisburg PA 17109

Dear Jeffrey:

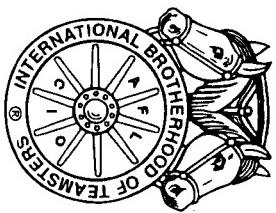
In reference to grievance no. 94553 filed by you for violation of seniority, after investigation of this grievance, and the decision rendered by the Eastern Region Joint Area Committee (copy attached), this grievance has been withdrawn.

If you have any questions, please let me know.

Fraternally,

Daniel A. Virtue
Business Agent

DAV/bs
Attachment



CHAUFFERS
TEAMSTERS AND HELPERS
LOCAL UNION NO. 776
2552 JEFFERSON STREET
HARRISBURG, PA 17110-2505
AFFILIATED WITH

CERTIFIED

Z 238 583 002

MAIL

RETURN RECEIPT
REQUESTED
RECEIVED
TO CO. 10
PENDEA
Jeffrey Albright
522 C Woodlawn Drive
Harrisburg PA 17109
~~NO SUCH ADDRESS~~

ADDRESS CORRECTION REQUESTED
DO NOT FORWARD

17109/3541

**U.S. Postal Service
Receipt for Certified Mail**No Insurance Coverage Provided.
Do not use for International Mail (See reverse)

Sent to <i>all night</i>	
Street & Number <i>94553</i>	
Post Office, State, & ZIP Code	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date <i>4-17-2000</i>	

PS Form 3800, April 1995



“DISPOSITION”

CHAUFFEURS, TEAMSTERS & HELPERS LOCAL 776

AFFILIATED WITH I.B. OF T. - JOINT COUNCIL NO. 53

THOMAS B. GRIFFITH, PRESIDENT

BUSINESS OFFICE:

2552 JEFFERSON STREET

HARRISBURG, PA 17110

Dear Member:

Name: Norman T. Boire Date 5/11/99

Reference is made to Grievance No. 90651 filed on your behalf on 3/11/99

pertaining to Violation of Article 55.

This is to advise the following disposition has been made:

ERJAC untimely.

IF THERE ARE ANY QUESTIONS TO THE ABOVE OR IF WE CAN BE OF ANY FURTHER ASSISTANCE, PLEASE DO NOT HESITATE TO CALL.

Fraternally yours,

A handwritten signature in black ink that appears to read "Daniel A. Virtue".

DAV/kad

Business Agent

CC: STEWARDS

UNION DRIVERS ARE SAFE DRIVERS



EXHIBIT

42



● “DISPOSITION” ●



CHAUFFEURS, TEAMSTERS & HELPERS LOCAL 776

AFFILIATED WITH I.B. OF T. - JOINT COUNCIL NO. 53

THOMAS B. GRIFFITH, PRESIDENT

BUSINESS OFFICE:

2552 JEFFERSON STREET

HARRISBURG, PA 17110

Dear Member:

Name: Gary M. Dietz Date 5/11/99

Reference is made to Grievance No. 89076 filed on your behalf on 12/31/98

pertaining to Violation of Article 55.

This is to advise the following disposition has been made:

ERJAC untimely.

IF THERE ARE ANY QUESTIONS TO THE ABOVE OR IF WE CAN BE OF ANY FURTHER ASSISTANCE, PLEASE DO NOT HESITATE TO CALL.

Fraternally yours,

Daniel A. Virtue /kad
Daniel A. Virtue

DAV/kad

Business Agent

CC: STEWARDS

UNION DRIVERS ARE SAFE DRIVERS

EXHIBIT

43



● “DISPOSITION” ●



CHAUFFEURS, TEAMSTERS & HELPERS LOCAL 776

AFFILIATED WITH I.B. OF T. - JOINT COUNCIL NO. 53

THOMAS B. GRIFFITH, PRESIDENT
BUSINESS OFFICE:
2552 JEFFERSON STREET
HARRISBURG, PA 17110

Dear Member:

Name: Michael W. Fritz Date 5/11/99

Reference is made to Grievance No. 89093 filed on your behalf on 12/17/98
pertaining to Violation of Article 55.

This is to advise the following disposition has been made:

ERJAC untimely.

IF THERE ARE ANY QUESTIONS TO THE ABOVE OR IF WE CAN BE OF ANY FURTHER
ASSISTANCE, PLEASE DO NOT HESITATE TO CALL.

Fraternally yours,

Daniel A. Virtue / Kad
Daniel A. Virtue

DAV/kad

Business Agent

CC: STEWARDS

UNION DRIVERS ARE SAFE DRIVERS

EXHIBIT
44



● “DISPOSITION” ●



CHAUFFEURS, TEAMSTERS & HELPERS LOCAL 776

AFFILIATED WITH I.B. OF T. - JOINT COUNCIL NO. 53

THOMAS B. GRIFFITH, PRESIDENT
BUSINESS OFFICE:
2552 JEFFERSON STREET
HARRISBURG, PA 17110

Dear Member:

Name: Ralph A. Harris Date 5/11/99

Reference is made to Grievance No. 89835 filed on your behalf on 12/21/98
pertaining to Violation of Article 55.

This is to advise the following disposition has been made:

ERJAC untimely.

IF THERE ARE ANY QUESTIONS TO THE ABOVE OR IF WE CAN BE OF ANY FURTHER
ASSISTANCE, PLEASE DO NOT HESITATE TO CALL.

Fraternally yours,

Daniel A. Virtue / P.M.
Daniel A. Virtue

DAV/kad

Business Agent

CC: STEWARDS

UNION DRIVERS ARE SAFE DRIVERS

EXHIBIT
45



DISPOSITION



CHAUFFEURS, TEAMSTERS & HELPERS LOCAL 776

AFFILIATED WITH I.B.O.T. - JOINT COUNCIL NO. 53

THOMAS B. GRIFFITH, PRESIDENT

BUSINESS OFFICE:

2552 JEFFERSON STREET

HARRISBURG, PA 17110

1 33

Dear Member:

Name: Allen W. Landis Date 5/11/99

Reference is made to Grievance No. 85060 filed on your behalf on 3/4/99
pertaining to Violation of Article 55.

This is to advise the following disposition has been made:

ERJAC untimely.

IF THERE ARE ANY QUESTIONS TO THE ABOVE OR IF WE CAN BE OF ANY FURTHER
ASSISTANCE, PLEASE DO NOT HESITATE TO CALL.

Fraternally yours,

Daniel A. Virtue Kad
Daniel A. Virtue

DAV/kad

Business Agent



“DISPOSITION”



CHAUFFEURS, TEAMSTERS & HELPERS LOCAL 776

AFFILIATED WITH I.B. OF T. - JOINT COUNCIL NO. 53

THOMAS B. GRIFFITH, PRESIDENT

BUSINESS OFFICE:

2552 JEFFERSON STREET
HARRISBURG, PA 17110

Dear Member:

Name: Lowell C. McGuire Date 5/11/99

Reference is made to Grievance No. 90657 filed on your behalf on 3/18/99

pertaining to Violation of Article 55.

This is to advise the following disposition has been made:

ERJAC untimely.

IF THERE ARE ANY QUESTIONS TO THE ABOVE OR IF WE CAN BE OF ANY FURTHER ASSISTANCE, PLEASE DO NOT HESITATE TO CALL.

Fraternally yours,

Daniel A. Virtue / Kad
Daniel A. Virtue

DAV/kad

Business Agent

CC: STEWARDS

UNION DRIVERS ARE SAFE DRIVERS

EXHIBIT
47



“DISPOSITION”



CHAUFFEURS, TEAMSTERS & HELPERS LOCAL 776

AFFILIATED WITH I.B. OF T. - JOINT COUNCIL NO. 53

THOMAS B. GRIFFITH, PRESIDENT

BUSINESS OFFICE:

2552 JEFFERSON STREET
HARRISBURG, PA 17110

Dear Member:

Name: Walter R. Minich Date 5/11/99

Reference is made to Grievance No. 89098 filed on your behalf on 12/30/98
pertaining to Violation of Article 55.

This is to advise the following disposition has been made:

ERJAC untimely.

IF THERE ARE ANY QUESTIONS TO THE ABOVE OR IF WE CAN BE OF ANY FURTHER
ASSISTANCE, PLEASE DO NOT HESITATE TO CALL.

Fraternally yours,

Daniel A. Virtue / kad
Daniel A. Virtue

DAV/kad

Business Agent



“DISPOSITION”



CHAUFFEURS, TEAMSTERS & HELPERS LOCAL 776

AFFILIATED WITH I.B.O.F.T. - JOINT COUNCIL NO. 53

THOMAS B. GRIFFITH, PRESIDENT
BUSINESS OFFICE:
2552 JEFFERSON STREET
HARRISBURG, PA 17110

Dear Member:

Name: Raymond C. Nevins Date 5/11/99

Reference is made to Grievance No. 90680 filed on your behalf on 3/27/99

pertaining to Violation of Article 55.

This is to advise the following disposition has been made:

ERJAC untimely.

IF THERE ARE ANY QUESTIONS TO THE ABOVE OR IF WE CAN BE OF ANY FURTHER ASSISTANCE, PLEASE DO NOT HESITATE TO CALL.

Fraternally yours,

Daniel A. Virtue / Kari
Daniel A. Virtue

DAV/kad

Business Agent

CC: STEWARDS

UNION DRIVERS ARE SAFE DRIVERS

EXHIBIT
49



"DISPOSITION"



CHAUFFEURS, TEAMSTERS & HELPERS LOCAL 776

AFFILIATED WITH I.B. OF T. - JOINT COUNCIL NO. 53

THOMAS B. GRIFFITH, PRESIDENT
BUSINESS OFFICE:
2552 JEFFERSON STREET
HARRISBURG, PA 17110

Dear Member:

Name: Stanley L. Nye Date 5/11/99

Reference is made to Grievance No. 89012 filed on your behalf on 3/9/99
pertaining to Violation of Article 55.

This is to advise the following disposition has been made:

ERJAC untimely.

IF THERE ARE ANY QUESTIONS TO THE ABOVE OR IF WE CAN BE OF ANY FURTHER ASSISTANCE, PLEASE DO NOT HESITATE TO CALL.

Fraternally yours,

Daniel A. Virtue /Aoi
Daniel A. Virtue

DAV/kad

Business Agent



"DISPOSITION"

CHAUFFEURS, TEAMSTERS & HELPERS LOCAL 776

AFFILIATED WITH I.B.O.F.T. - JOINT COUNCIL NO. 53

THOMAS B. GRIFFITH, PRESIDENT
BUSINESS OFFICE:
2552 JEFFERSON STREET
HARRISBURG, PA 17110

Dear Member:

Name: Vincent Ramirez, Jr Date 5/11/99
Reference is made to Grievance No. 89077 filed on your behalf on 12/20/98
pertaining to Violation of Article 55.

This is to advise the following disposition has been made:

ERJAC untimely.

IF THERE ARE ANY QUESTIONS TO THE ABOVE OR IF WE CAN BE OF ANY FURTHER ASSISTANCE, PLEASE DO NOT HESITATE TO CALL.

Fraternally yours,

Daniel A. Virtue / Kad
Daniel A. Virtue

DAV/kad

Business Agent



● “DISPOSITION” ●



CHAUFFEURS, TEAMSTERS & HELPERS LOCAL 776

AFFILIATED WITH I.B. OF T. - JOINT COUNCIL NO. 53

THOMAS B. GRIFFITH, PRESIDENT

BUSINESS OFFICE:

2552 JEFFERSON STREET

HARRISBURG, PA 17110

Dear Member:

Name: Ray G. Snyder, Jr Date 5/11/99

Reference is made to Grievance No. 89095 filed on your behalf on 12/17/98
pertaining to Violation of Article 55.

This is to advise the following disposition has been made:

ERJAC untimely.

IF THERE ARE ANY QUESTIONS TO THE ABOVE OR IF WE CAN BE OF ANY FURTHER
ASSISTANCE, PLEASE DO NOT HESITATE TO CALL.

Fraternally yours,

Daniel A. Virtue / kad
Daniel A. Virtue

DAV/kad

Business Agent

CC: STEWARDS

UNION DRIVERS ARE SAFE DRIVERS



"DISPOSITION"



CHAUFFEURS, TEAMSTERS & HELPERS LOCAL 776

AFFILIATED WITH I.B. OF T. - JOINT COUNCIL NO. 53

THOMAS B. GRIFFITH, PRESIDENT
BUSINESS OFFICE:
2552 JEFFERSON STREET
HARRISBURG, PA 17110

Dear Member:

Name: Lawrence D. Welker Date 5/11/99

Reference is made to Grievance No. 89096 filed on your behalf on 12/18/98
pertaining to Violation of Article 55.

This is to advise the following disposition has been made:

ERJAC untimely.

IF THERE ARE ANY QUESTIONS TO THE ABOVE OR IF WE CAN BE OF ANY FURTHER ASSISTANCE, PLEASE DO NOT HESITATE TO CALL.

Fraternally yours,

Daniel A. Virtue
Daniel A. Virtue

DAV/kd

Business Agent

ARTICLE 1.

PARTIES TO THE AGREEMENT

Section 1. Employers Covered

The Employer consists of Associations, members of Associations who have given authorization to the Associations to represent them in the negotiation and/or execution of this Agreement and Supplemental Agreements, and individual Employers who become signator to this Agreement and Supplemental Agreements as hereinafter set forth. The signator Associations enter into this Agreement and Supplemental Agreements as hereinafter set forth. The signator Associations represent that they are duly authorized to enter into this Agreement and Supplemental Agreements on behalf of their members under and as limited by their authorizations as submitted prior to negotiations.

Section 2. Unions Covered

The Union consists of any Local Union which may become a party to this Agreement and any Supplemental Agreement as hereinafter set forth. Such Local Unions are hereinafter designated as "Local Union." In addition to such Local Unions, the Teamsters National Freight Industry Negotiating Committee representing Local Unions affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "National Union Committee," is also a party to this Agreement and the agreements supplemental hereto.

Section 3. Transfer of Company Title or Interest

The Employer's obligations under this Agreement including Supplements shall be binding upon its successors, administrators, executors and assigns. The Employer agrees that the obligations of this Agreement shall be included in the agreement of sale, transfer or assignment of the business. In the event an entire active or inactive operation, or a portion thereof, or rights only, are sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such operation or use of rights shall continue to be subject to the terms and conditions of this Agreement for the life thereof. Transactions covered by t

Article 1, Section 3

provision include stock sales or exchanges, mergers, consolidations, spin-offs or any other method by which a business is transferred.

It is understood by this Section that the signator Employer shall not sell, lease or transfer such run or runs or rights to a third party to evade this Agreement. In the event the Employer fails to require the purchaser, transferee, or lessee to assume the obligations of this Agreement, as set forth above, the Employer (including partners thereof) shall be liable to the Local Union(s) and to the employees covered for all damages sustained as a result of such failure to require the assumption of the terms of this Agreement until its expiration date, but shall not be liable after the purchaser, the transferee or lessee has agreed to assume the obligations of this Agreement. The obligations set forth above shall not apply in the event of the sale, lease or transfer of a portion of the rights comprising less than all of the signator Employer's rights to a nonsignator company unless the purpose is to evade this Agreement. Corporate reorganizations by a signatory Employer, occurring during the term of this Agreement, shall not relieve the signatory Employer or the re-organized Employer of the obligations of this Agreement during its term.

When a signator to this Agreement purchases rights from another signator, the provisions of Article 5 shall apply. The applicable lay-off provisions of this Agreement shall apply.

The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, or other entity involved in the sale, merger, consolidation, acquisition, transfer, spin-off, lease or other transaction by which the operation covered by this Agreement or any part thereof, including rights only, may be transferred. Such notice shall be in writing, with a copy to the Local Union, at the time the seller, transferor or lessor makes the purchase and sale negotiation known to the public or executes a contract or transaction as herein described, whichever first occurs. The Local Union shall also be advised of the exact nature of the transaction, not including financial details.

The term rights shall include routes and runs.

EASTERN REGION JOINT AREA COMMITTEE
Embassy Suites
Myrtle Beach, South Carolina
Tuesday, April 27, 1999

COMMITTEE B

R-38-99

Local 776 v. ABF Freight System, Inc.

On behalf of Stan Nye (Pilot #89012), Union alleges violation of Article 5, Section 5, timeliness issue.

UNION PANEL:

Ron Jenkins
Herman Volpe
Keith Noll

EMPLOYER PANEL:

Dan Schmidt, Chairman
Dan Wachhaus
Don Rucker

Dan Schmidt, Chairman: Danny, identify your parties and

Steve Froias, ABF Freight: Mr. Chairman, the Company has a point of order.

Schmidt: OK. Steve, identify your parties and tell us about your point of order.

Froias: Froias for the Company and to my right, Dave Quidort.

Dan Virtue, Local 776: Excuse me, to put it on the record, we're here to hear the point of order and the point of order, alone, and the Company and the Union agreed that we're here just on the point of order.

Schmidt: OK. That's fine, regardless of what we do here?

Virtue: That's correct.

Schmidt: OK.

Froias: Froias for the Company. The Union is claiming a violation of Article 5, Section 5 of the National Master Freight Agreement. Specifically, that the seniority date of February 27, 1999 is incorrect. The grievant requested transfer opportunity under Article 5, Section 5 on February 22, 1999. He was offered and accepted transfer on February 22, 1999. He reported and worked his first day on February 27, 1999.

The grievance was given to the Company on March 9, 1999. Central PA and Over-the-Road and Local Cartage Supplemental Agreement, Article 43, Section 1C, reads in part: "Employees initiating grievances shall set forth their claim, in writing, to the Employer

with a duplicate copy to the steward and/or the Union Representative within seven (7) calendar days after he/she returns to his/her home terminal or seven (7) calendar days from the occurrence of the matter."

Also attached to my brief, I handed out, is a letter dated February 22nd, to Connie Vaughan, from Stanley Nye, Re: Road Driver Laid Off from ABF: Request for consideration the right to transfer to any ABF, pursuant to the provisions of the decision in Case No. MR-CO-38-9/95: I, Stanley Nye, road driver, laid off from ABF in Baltimore, MD, hereby notify you in writing of my desire to transfer and invoke my right to transfer under Article 5, Section 5 of the National Master Freight Agreement, as extended in the above-captioned case.

Also attached to that, dated February 25th, certified mail #Z093697089, Mr. Stanley Nye: "Dear Mr. Nye: In accordance with Article 5, Section 5 of the NMFA, on February 22, 1999, you were contacted and offered opportunity to transfer to permanent employment in your classification at Erie, PA, Carlisle, PA or Winston-Salem, NC. This letter is to confirm that you elected to accept the job offer at Carlisle, PA. Please contact the line driver supervisor at that location to determine your reporting date if you have not done so. Very truly yours, Gordon Ringberg."

We respectfully submit this grievance is untimely and improper before the Committee. I'll hold for summation and rebuttal, Mr. Chairman.

Schmidt: Union, identify the parties and present your case.

Virtue: Dan Virtue, give your names for the record. The names given are Larry Walker, Keith Sgrignoli, Ron Hicks.

First, gentlemen, before I go into the point of order, these two gentlemen, the other gentleman, the grievances are in this packet, contacted the Company with a letter, stating they wanted to go on to 5.5. At that time, they didn't realize what 5.5 was. Then, they took the job opportunity, came to Carlisle, PA, and at that time, went to work and then each one filed a grievance after the seniority list was posted at the Carlisle terminal. If you look at my brief, Exhibit 1 is Article 5, Section 4(d), Posting Seniority List which I'll go over with the Panel. This is National language and each grievant filed a grievance timely under the National language which says they have thirty days from the posting of the seniority list. They did that timely and feel the case is timely and should be referred back to the parties on its merits. Their position is it was all done timely under the National Master Freight Agreement under Article 5, Section 4(b), Posting Seniority List.

We'll hold for rebuttal.

Schmidt: Company, rebut.

Froias: Mr. Chairman, all these employees requested transfer opportunity under Article 5, Section 5. I'll read a portion of that into the record: "Any employee accepting such offer shall be employed as a new hire and shall be placed at the bottom of the seniority board for bidding and layoff purposes and shall retain Company seniority for fringe benefits only."

They were aware of it when they requested Article 5, Section 5. They were aware of it when they accepted transfer under Article 5, Section 5, and they were aware of it when they reported to work under Article 5, Section 5. You have the facts.

Schmidt: Union, sum up and rebut.

Virtue: Like I said, their position is they weren't aware of it under 5.5, they did send a letter in to get the job opportunity, they waited for the posting of the seniority list. Under the National Master Freight Agreement, at that time, they filed a grievance in a timely manner.

Larry Walker: I called down in Ft. Smith, AR, and she told me what I needed to do was fax down everything, my name and everything, to renew employment under Article 5, Section 5 of the Master Layoff List, which I was on, according to the contract, which I did, and she called me back and told me that I was to call Gary Drake or Lee Edenbo to set up an appointment to go in and see them and I did exactly what I was told and that after I found out, I did everything they told me to do, and then I filed a grievance on it, because I didn't know the seniority was up. I was laid off through ABF.

Schmidt: Any other rebuttal from the Union?

Sgrignoli: I agree with him, except, I agree with Larry, we were contacted that there was job opportunities. We sent all the information down to Ft. Smith as they requested. They called us and offered us two positions to move back and we picked what we wanted and we moved back in. I waited until the seniority list was posted, like he said the Master Freight Agreement, and I filed my grievance because I found out then that whoever was hired before me or with me that we were not in the right slot.

Schmidt: Is that your rebuttal? Questions.

Ron Jenkins: Has anybody got a seniority list with them?

Froias: I don't.

Schmidt: Any other questions? Hearing none, Executive Session.

DECISION: The Panel, in executive session, motion made, seconded and carried that since the grievants knew their seniority positions on the day they reported, the Company's point of order is upheld. Cost Union.

EASTERN REGION JOINT AREA COMMITTEE
Embassy Suites
Myrtle Beach, South Carolina
Tuesday, April 27, 1999

PROPRIETARY
MAR 26 2002
INTERSTATE

COMMITTEE B

R-39-99

Local 776 v. ABF Freight System, Inc.

On behalf of Norman Runk (Pilot #89002), Union alleges violation of Article 5, timeliness issue.

UNION PANEL:

Ron Jenkins
Herman Volpe
Keith Noll

EMPLOYER PANEL:

Dan Schmidt, Chairman
Dan Wachhaus
Don Rucker

Dan Schmidt, Chairman: Company point of order. Identify your parties and present your case.

Dan Virtue, Local 776: Again, Mr. Chairman, we're here on a point of order and the point of order only.

Schmidt: State your name for the record.

Virtue: Dan Virtue, Business Agent. The Company and Union agree that we're here on the point of order only.

Steve Froias, ABF Freight: Froias for the Company, that's correct.

Schmidt: So noted.

Froias: To my right, Dave Quidort. The Union is claiming a violation of Article 5, Section 2 of the NMFA. Specifically, that the grievant's seniority date of December 11, 1998 is incorrect.

The grievant requested transfer opportunity under Article 5, Section 5 on November 30, 1998. He was offered and accepted transfer on December 3, 1998. He reported and worked his first day on December 11, 1998. The grievance was given to the Company on December 26, 1998.

The Central PA Over-the-Road and Local Cartage Supplemental Agreement, Article 43, Section 1C reads in part: "Employees initiating grievances shall set forth their claim, in writing, to the Employer with a duplicate copy to the steward and/or Union

Representative within seven calendar days after he/she returns to his/her home terminal or seven calendar days from the occurrence of the matter."

Attached to my brief, is a copy of a letter from the grievant to ABF Freight System: "Gentlemen: Please consider me for rehire for road driver in Carlisle, PA under Article 5, Section 5 of the Master Freight Agreement. Very truly yours, Norman Runk."

The next exhibit, dated December 9th, certified mail #P433236208, Mr. Norman Runk. "Dear Mr. Runk: In accordance with Article 5, Section 5 of the National Master Freight Agreement, on December 3, 1998, you were contacted and offered an opportunity to transfer to permanent employment in your classification at Erie, PA, Carlisle, PA or Winston-Salem, NC. This letter is to confirm that you elected to accept the job offer at Carlisle, PA. Please contact the line driver supervisor at that location to determine your reporting date if you have not done so. Very truly yours, Gordon Ringberg."

The next exhibit is a copy of the grievance. It was given to the Company and initialed on December 26th. I believe you can read that even though it's highlighted.

Next I have a copy of the language I read to you from Article 43, Section 1C. Also attached is a transcript of the tape of the job offer to transfer to Mr. Runk. I'd like to read it into the record:

Ringberg: Yes, sir, I'm trying to get ahold of Norman Runk, please

Runk: Yes, that is who you are talking to.

Ringberg: It is? Norman, my name is Gordon Ringberg.

Runk: Oh.

Ringberg: I'm with ABF Freight System.

Runk: How are you doing?

Ringberg: I'm doing good. How are you doing?

Runk: OK.

Ringberg: You sent a letter into the Company requesting work opportunity under Article 5, Section 5 of the contract.

Runk: Yes.

Ringberg: I'm making a call to you to make that offer right now but before I do, I need to ask you a couple of questions, if I can, please.

Runk: OK.

Ringberg: Your current status, are you driving for somebody, drawing your pension, or what are you doing?

Runk: I'm driving.

Ringberg: Who are you driving for?

Runk: Consolidated Freight.

Ringberg: Consolidated Freightways?

Runk: Yes.

Ringberg: And what is your seniority date with them?

Runk: Gosh, 96, I have to think a minute. March, I think March of, March 16 of 96, I believe.

Ringberg: Three of 96 is good enough.

Runk: Yeah, don't hold me to that exact date.

Ringberg: Well, 1996 is the key in this issue. OK, with that in mind, I need to, here is your job opportunities. We have Carlisle, Erie and Winston-Salem.

Runk: Carlisle, please.

Ringberg: You want to go to Carlisle?

Runk: Yes.

Ringberg: Are you going to accept Carlisle?

Runk: Yes.

Ringberg: I'm writing, just a minute. OK, do you have a pencil?

Runk: Yes.

Ringberg: You need to call Gary Drake or Lee Edenbo.

Runk: OK. I know both of them.

Ringberg: And that phone number is 717/245-0384 and they will set up with you to get your physical updated, orientation, and all of that to get you on the road. They are waiting on you.

Runk: OK.

Ringberg: They are ready for you to truck.

Runk: OK, and that is starting at 100% with Company seniority?

Ringberg: No, you don't have Company seniority. You keep your Company seniority for fringe benefits, meaning vacation.

Runk: Vacation, yes.

Ringberg: But you go on the bottom of the seniority list at full rate of pay.

Runk: Yes.

Ringberg: At the rate, golly, you have a seniority date of what, 1901, no, 1984. And so you will be at the full rate of pay, but you will be at the bottom of the list.

Runk: OK, I understand that.

Ringberg: And there is, I think they are being placed on there as soon as they get there, so I think it would be advantageous to you to get there as soon as you can.

Runk: OK.

Ringberg: All right?

Runk: I appreciate it.

Ringberg: OK. Good luck to you.

Runk: Thank you.

Ringberg: Thank you. Goodbye, now.

Runk: Goodbye.

Back to the brief. We respectfully submit this grievance is untimely and improper before the Committee. I'll hold for summation and rebuttal, Mr. Chairman.

Schmidt: Union, identify your parties and present your case.

Virtue: Dan Virtue for the Local Union. (Norm Runk and various names introduced.) Again, Mr. Chairman, Mr. Runk, when he sent that letter in, he sent the letter to get accepted, to go to work. When he did finally get to work, he started work, again, if you look at my brief, under Exhibit 1, Article 5, Section 4(d), Posting Seniority List, I will go

over it with the Panel. It's very clear, it's the National language, and Mr. Runk has thirty days from the posting of the seniority list, which he did file. As soon as the seniority list was posted, he filed a grievance within thirty days.

Every person sitting in this room that has a grievance here did exactly the same thing. They filed a grievance within thirty days of the posting of the seniority list. Each person sitting in this room also did send a letter so they can get a job opportunity and get to work. That's what they did. As soon as they got there, when the seniority list went up, they filed a grievance timely.

Do any of you guys have something you want to say.

William Erdman: You stated that we were offered transfers, right?

Virtue: No, his statement was letters were sent

Erdman: He stated that we were offered transfers to Carlisle, Erie or Winston-Salem.

Virtue: I guess in this letter he's talking

Erdman: Correct. I mean Carlisle.

Jenkins: In the tape that he read off with Runk, it said he was offered Carlisle, Erie or Winston-Salem, NC. That's where

→ Erdman: Transferred to. We never transferred anywhere, we were staying in Carlisle (not clear).

Ray Snyder: I don't know where he got all the conversations here, but I know I was not offered a conversation like that. I'd like to hear a tape with me on it. All is, I was called and offered Carlisle or Erie, and I took the Carlisle, he says to get ahold of Gary Drake or Lee. I mean, you're saying he said it was Article 5. We weren't aware of all this stuff you're saying in this letter. I was not told all that. Maybe Norm was. I can't say what Norm was told and what you have on the paper there. But I know I wasn't told all this.

As far as the seniority number, up until April of this year, I did not have a seniority number. All my slips had on it, it says extra. That's all I have to say.

Virtue: The point of the matter is that the whole case is this. Whether they have it on transcript, whether they don't, whether someone sends a letter, the contract's pretty clear on the thirty days of filing a grievance. The seniority list was posted, they all filed timely under the contract. Everyone of them filed timely, as far as Article 5, Section 4(d),
Posting of Seniority List.

Schmidt: Is that your case, Union? Anything else you guys want to add? Company, sum up and rebut.

Froias: The grievants requested transfer under Article 5, Section 5, they accepted transfer under Article 5, Section 5, and they reported under Article 5, Section 5. I have copies of the letters we received from each of the grievants requesting transfer opportunity under Article 5, Section 5. I have copies of the certified letters that they were all sent after they accepted transfer under Article 5, Section 5. I'll leave them with the Committee for your perusal.

You have the facts, Mr. Chairman.

Schmidt: Union, sum up and rebut.

Virtue: You have the case. Basically, it's our position that each one of these persons filed a grievance timely. Under the contract they filed a grievance within thirty days per the National Master Freight Agreement and it was timely filed.

I think as far as the letters, I don't think that's an issue in the case. I think the issue is was the grievance filed timely or not, and it was filed timely. That's all I have.

Jenkins: I think the gentleman over there has something to say. State your name. If you all got something to say, you can do that.

Schmidt: State your name for the record.

Michael Fritz: I just wanted to say we did not transfer, we did not transfer, we stayed in Carlisle. Thank you.

Jenkins: Is there anything anybody else would like to say on the record?

Vinnie Ramirez: Yeah. We did file the grievances timely. We did exactly according to the Master Freight. For thirty days of posting, we filed a grievance. And we're right. We're not untimely. Another thing, Article 5, Section 5 shouldn't even be discussed in this matter. We're discussing an untimely matter.

Jenkins: Anybody else? Gentlemen, if you got something to say, you can say it.

Charley Albright: Just to mirror what Vinny said, that we are just here to hear a timely issue and that I think we all did file our grievances in a timely manner.

Volpe: What was your first name, Mr. Albright?

Albright: Charles.

Schmidt: Questions from the Panel. Hearing none, Executive Session.

DECISION: The Panel, in executive session, motion made, seconded and carried that since the grievances knew their seniority positions on the day they reported, the Company's point of order is upheld. Cost Union.

PHIL FERRANTE
VICE PRESIDENT
BRAD LINDSAY
RECORDING SECRETARY
BILL DUNHAM
TRUSTEE
MIKE HORD
TRUSTEE
THOMAS VINSON
TRUSTEE

CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 776

"AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS"

2552 JEFFERSON STREET, HARRISBURG, PA 17110-2505

THOMAS B. GRIFFITH
PRESIDENT AND BUSINESS AGENT

JOHN L. FOGLE, II
SECRETARY TREASURER AND BUSINESS AGENT

BUSINESS AGENTS
CARLOS N. RAMOS, II
CHARLES SETUGHART
ROBERT J. SNEYDER, JR.
RUSSELL A. STEPP
DANIEL A. VIRTUE

May 20, 1999

Phil Young, Freight Director
International Brotherhood of Teamsters
25 Louisiana Ave., N.W.
Washington, DC 20001

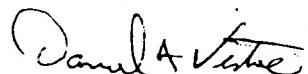
Dear Phil:

We have received several letters of appeal on the Eastern Region decisions rendered in Case #R-38-99 and Case #R-39-99.

We are forwarding these appeal letter to you per Article 8, Section 2, as a request to have the decisions reviewed.

If you need any additional information, please do not hesitate to contact me.

Fraternally,



Daniel A. Virtue
Daniel A. Virtue
Business Agent

DAV/bs
Enclosures

cc: Norman Boire, Certified Mail No. Z 318 810 428
 Gary Dietz, Sr., Certified Mail No. Z 318 810 429
 Michael Fritz, Certified Mail No. Z 318 810 430
 Allen Landis, Certified Mail No. Z 318 810 431
 Vincent Ramirez, Jr., Certified Mail No. Z 318 810 432
 Norman Runk, Certified Mail No. Z 318 810 433
 Keith Sgrignoli, Certified Mail No. Z 318 810 434
 Ray Snyder, Certified Mail No. Z 318 810 435
 Charles Albright, Certified Mail No. Z 318 810 436

Article 8, Section 1

meet at more frequent intervals, upon call of the chairman of either the Employer or Union representatives on the National Grievance Committee. The National Grievance Committee shall adopt rules of procedure which may include the reference of disputed matters to subcommittees for investigation and report, with the final decision or approval, however, to be made by the National Grievance Committee. If the National Grievance Committee resolves the dispute by a majority vote of those present and voting, such decisions shall be final and binding upon all parties.

Cases deadlocked by the National Grievance Committee shall be referred to an arbitration panel, as provided in Section 2(b) below. Procedures relating to such referrals shall be included in the Rules of Procedure of the National Grievance Committee.

The Employer may request the co-chairmen of the National Grievance Committee to appoint and convene a joint Employer and Union Committee which shall have the authority to approve uniform dispatch procedures and rules which shall apply to the individual company's over-the-road operations.

No Employer signatory to this Agreement shall be permitted to have its own grievance procedure.

Section 2.

(a) The National Grievance Committee by majority vote may consider and review all questions of interpretation which may arise under the provisions contained in the National Master Freight Agreement which are submitted by either the National Freight Director or the designated employer representative; and shall have the authority to reverse and set aside the majority interpretation of any area, regional, or local grievance committee or arbitration panel established within the Supplemental Agreements if, in its opinion, such interpretation is contrary to the provisions set forth in the National Master Freight Agreement, in which case the decision of the National Grievance Committee shall be final and binding. A failure by the National Grievance Committee to reach a majority decision on a question concerning interpretation or on a review of a decision by a lower level grievance committee or arbitration panel shall not be considered a deadlock and will not be referred to arbitration. In case of a failure to reach a majority decision in review

Article 8, Section 2

ing the decision of a lower level grievance committee or arbitration panel, the decision of the lower level grievance committee or arbitration panel shall stand as final and binding.

(b) All grievances deadlocked at the Conference Joint Area Committee and the National Grievance Committee shall be subject to arbitration and processed as set forth below.

1. All grievances involving the provisions of the Supplemental Agreements, including discharges or suspensions, which have been deadlocked by the Conference Joint Area Committee, shall be automatically referred to a Conference Arbitration Panel, whose decision shall be final and binding on all parties.

2. The Conference Arbitration Panel shall consist of the Union and Employer co-chairmen of the Conference Joint Area Committee, or their designees, and an impartial arbitrator selected by the co-chairmen. The procedures for the selection of the arbitrator for the Conference Arbitration Panel and the cost of arbitration shall be determined by the Rules of Procedure of the Conference Joint Area Committee.

3. At the arbitration hearing before the Conference Arbitration Panel, the Employer's case will be presented by a full-time employee of the Employer and the Union's case by a full-time employee of the Local Union, and the Rules of Procedure of the Conference Joint Area Committee shall apply.

4. The Conference Arbitration Panel shall issue a "bench decision" at the conclusion of the grievance hearing, unless the Committee's Rules of Procedure provides otherwise in discharge cases. Either party, however, may request a clarification or further explanation of a previous decision rendered by the Conference Arbitration Panel.

5. All grievances involving the Master Agreement (Articles 1-39), which have been deadlocked by the National Grievance Committee, shall be automatically referred to the National Arbitration Panel, whose decision shall be final and binding on all parties.

6. The National Arbitration Panel shall consist of the Union and Employer co-chairmen of the National Grievance Committee, or their designees, and an impartial arbitrator selected by the co-chair-

Article 8, Section 2

National Arbitration Panel and the cost of arbitration shall be determined by the Rules of Procedure of the National Grievance Committee.

7. At the arbitration hearing before the National Arbitration Panel, the Employer's case will be presented by a full-time employee of the Employer and/or Employer representative on the National Grievance Committee and the Union's case by a designee of the National Freight Director and the Rules of Procedure of the National Grievance Committee shall apply.

8. The National Arbitration Panel shall issue a "bench decision" at the conclusion of the grievance hearing. Either party, however, may request a clarification or further explanation of a previous decision rendered by the National Arbitration Panel.

9. No lawyers will be permitted to present cases at any step of the grievance procedure.

10. The decision of any arbitration panel shall be specifically limited to the matters submitted to it and the panel shall have no authority in any manner to amend, alter or change any provision of the Agreement.

11. If the Employer or Union challenges in court a decision issued by any arbitration panel provided for in this Section, the cost of the challenge, including the court costs and attorneys' fees, shall be paid by the losing party.

12. Where Supplements under the 1991-94 NMFA provided for arbitration in discharge cases, the procedures for such arbitration shall be maintained under the 1994-98 Agreement.

Section 3. Work Stoppages

(a) The parties agree that all grievances and questions of interpretation arising from the provisions of this Agreement shall be submitted to the grievance procedure for determination. Accordingly, no work stoppage, slowdown, walkout or lockout shall be deemed to be permitted or authorized by this Agreement except as provided in Section 3(b) below.

A "representation dispute" in circumstances under which the

CERTIFICATE OF SERVICE

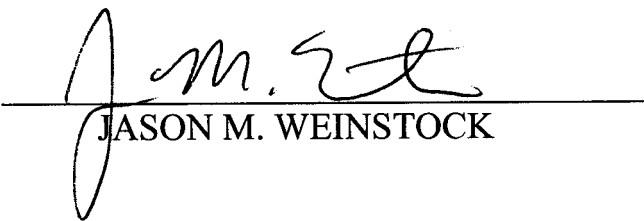
I, Jason M. Weinstock, Esquire, hereby certify that upon the date stated below, I served the attached **SUPPORTING EXHIBITS TO DEFENDANTS' STATEMENT OF UNDISPUTED MATERIAL FACTS** upon the persons named below, at the stated addresses, by first class postage paid United States mail.

Robert S. Mirin, Esquire
AHMAD & MIRIN
8150 Derry Street, Suite A
Harrisburg, PA 17111

James A. McCall, Esquire
International Brotherhood of Teamsters
25 Louisiana Avenue, N.W.
Washington, D.C. 20001

Robyn B. Weiss, Esquire
MORGAN, LEWIS & BOCKIUS, L.L.P.
1111 Pennsylvania Avenue, N.W.
Washington, D.C. 20004

Dated: 11/22/02



JASON M. WEINSTOCK